

SEP 18 '07

2-45 PM**SURFACE TRANSPORTATION BOARD**

September 17, 2007

Vernon A. Williams, Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20423-0001



Dear Secretary:

I have enclosed a secondary document, an Amended and Restated Pledge and Security Agreement dated September 7, 2007 among Lansing Trade Group, LLC, Lansing Ethanol Services, LLC, Lansing-Louisiana, LLC, Lansing Cotton, LLC, Red Cloud Grain, LLC, and Société Générale, as administrative agent, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code. This document relates to Surface Transportation Board recordation number 26637; it amends and restates that certain Security and Pledge Agreement dated February 16, 2006 between Lansing Grain Company, LLC and JPMorgan Chase Bank, N.A., as Administrative Agent (the primary document filed under Surface Transportation Board recordation number 26637). Four new entities have been added as Grantors pursuant to this secondary agreement: Lansing Ethanol Services, LLC, Lansing-Louisiana, LLC, Lansing Cotton, and LLC, Red Cloud Grain, LLC. This secondary agreement also adds seven new covered hopper railcars as additional collateral.

The document enclosed for recording is as follows:

Amended and Restated Pledge and Security Agreement, a secondary document, dated September 7, 2007 among Lansing Trade Group, LLC, Lansing Ethanol Services, LLC, Lansing-Louisiana, LLC, Lansing Cotton, LLC, Red Cloud Grain, LLC, and Société Générale, as administrative agent

The names and addresses of the parties to the documents are as follows:

Grantors:

Lansing Trade Group, LLC
Lansing Ethanol Services, LLC
Lansing-Louisiana, LLC
Lansing Cotton, LLC
Red Cloud Grain, LLC
2280 Sower Boulevard
Okemos, Michigan 48864
Attention: Jim Jenks
Telephone: 517.349.7630
Facsimile: 517.349.0633

Administrative Agent:

Société Générale
1221 Avenue of the Americas

New York, New York 10020
Attention: Peter Lopoukhine
Telephone: 212.278.7397
Facsimile: 212.278.7953

A description of the equipment covered by the Amended and Restated Pledge and Security Agreement is attached hereto as Exhibit A.

Included in the property covered by the aforesaid Amended and Restated Pledge and Security Agreement are railroad cars and a locomotive intended for use related to interstate commerce, or interests therein, owned by Lansing Trade Group, LLC at the date of the Amended and Restated Pledge and Security Agreement or thereafter acquired by it or its successors as owners of the lines of railway covered by the Amended and Restated Pledge and Security Agreement. In addition to the locomotive and 63 covered hopper railcars covered by the primary document, this secondary document also covers seven new railcars:

Original Marking		Restencils	
DONX	7177	LANX	7115
DONX	7177	LANX	7116
DONX	7177	LANX	7117
DONX	7177	LANX	7121
DONX	7157		
DONX	7117		
DONX	7156		

A fee of \$35.00 is enclosed. Please return the original and any extra copies not needed by the Board for recordation to Bracewell & Giuliani LLP, 711 Louisiana Street, Suite 2300, Houston, Texas 77002-2770, Attention: Christina Stegemoller.

A short summary of the document to appear in the index follows:

Amended and Restated Pledge and Security Agreement between Lansing Trade Group, LLC, Lansing Ethanol Services, LLC, Lansing-Louisiana, LLC, Lansing Cotton, LLC and Red Cloud Grain, LLC, each of whose address is 2280 Sower Boulevard, Okemos, Michigan 48864 and Société Générale, as administrative agent, whose address is 1221 Avenue of the Americas, New York, New York 10020, dated September 7, 2007. This Amended and Restated Pledge and Security Agreement amends and restates the Security and Pledge Agreement dated February 16, 2006 between Lansing Grain Company, LLC and JPMorgan Chase Bank, N.A., as Administrative Agent (a primary document filed under Surface Transportation Board recordation number 26637). In addition to the Grantor party to the primary document, Lansing Trade Group, LLC, this Amended and Restated Pledge and Security Agreement has been executed by four new Grantors, Lansing Ethanol Services, LLC, Lansing-Louisiana, LLC, Lansing Cotton, and LLC, Red Cloud Grain, LLC. This Amended and Restated Pledge and Security Agreement covers one locomotive and 70 covered hopper rail cars.

Please contact me at 713.221.3316 or christina.stegemoller@bgllp.com with any questions or comments. Thank you for your assistance.

Very truly yours,

Bracewell & Giuliani LLP

A handwritten signature in black ink, appearing to read 'C. Stegemoller', with a stylized flourish at the end.

Christina R. Stegemoller

EXHIBIT A

DESCRIPTION OF RAILCARS AND LOCOMOTIVES

The following locomotive: Model GP-9, Loco #4517, Built in 1957, 1750 HP, diesel engine, 8" piston, 26L airbrake

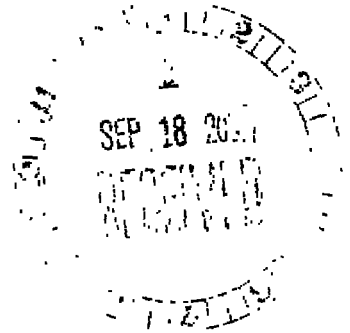
The following 70 covered hopper rail cars:

	Original Marking		Restencils	
1.	DSRC	900203	LANX	8100
2.	DSRC	900005	LANX	8101
3.	DSRC	900018	LANX	8102
4.	DSRC	900051	LANX	8103
5.	DSRC	900003	LANX	8104
6.	DSRC	900006	LANX	8105
7.	DSRC	900020	LANX	8106
8.	DSRC	900027	LANX	8107
9.	DSRC	900030	LANX	8108
10.	DSRC	900031	LANX	8109
11.	DSRC	900036	LANX	8110
12.	DSRC	900039	LANX	8111
13.	DSRC	900052	LANX	8112
14.	DSRC	900055	LANX	8113
15.	DSRC	900073	LANX	8114
16.	DSRC	900075	LANX	8115
17.	DSRC	900080	LANX	8116
18.	DSRC	900083	LANX	8117
19.	DSRC	900085	LANX	8118
20.	DSRC	900089	LANX	8119
21.	DSRC	900092	LANX	8120
22.	DSRC	900097	LANX	8121
23.	DSRC	900096	LANX	8122
24.	DSRC	900101	LANX	8123
25.	DSRC	900104	LANX	8124
26.	DSRC	900112	LANX	8125
27.	DSRC	900113	LANX	8126
28.	DSRC	900122	LANX	8127
29.	DSRC	900125	LANX	8128
30.	DSRC	900126	LANX	8129
31.	DSRC	900128	LANX	8130
32.	DSRC	900130	LANX	8131
33.	DSRC	900133	LANX	8132
34.	DSRC	900139	LANX	8133
35.	DSRC	900144	LANX	8134
36.	DSRC	900154	LANX	8135
37.	DSRC	900162	LANX	8136
38.	DSRC	900166	LANX	8137
39.	DSRC	900173	LANX	8138


40.	DSRC	900181	LANX	8139
41.	DSRC	900185	LANX	8140
42.	DSRC	900190	LANX	8141
43.	DSRC	900198	LANX	8142
44.	DSRC	900197	LANX	8143
45.	DSRC	900200	LANX	8144
46.	DSRC	900204	LANX	8145
47.	DSRC	900215	LANX	8146
48.	DSRC	900219	LANX	8147
49.	DSRC	900224	LANX	8148
50.	DONX	7105	LANX	7100
51.	DONX	7109	LANX	7101
52.	DONX	7110	LANX	7102
53.	DONX	7112	LANX	7103
54.	DONX	7116	LANX	7104
55.	DONX	7121	LANX	7105
56.	DONX	7122	LANX	7106
57.	DONX	7123	LANX	7107
58.	DONX	7124	LANX	7108
59.	DONX	7128	LANX	7109
60.	DONX	7162	LANX	7110
61.	DONX	7164	LANX	7111
62.	DONX	7171	LANX	7113
63.	DONX	7177	LANX	7114
64.	DONX	7177	LANX	7115
65.	DONX	7177	LANX	7116
66.	DONX	7177	LANX	7117
67.	DONX	7177	LANX	7121
68.	DONX	7157		
69.	DONX	7117		
70.	DONX	7156		

STATE OF TEXAS)

SS COUNTY OF HARRIS)



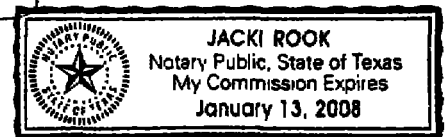
I have compared this copy of the Amended and Restated Pledge and Security Agreement dated September 7, 2007 among Lansing Trade Group, LLC, Lansing-Louisiana, LLC, Lansing Ethanol Services, LLC, Lansing Cotton LLC, Red Cloud Grain, LLC, and Société Générale, as administrative agent to the original and have found this copy to be complete and identical in all respects to the original document.



Notary Public

My commission expires: 01.13.08

My County of Residence: Fort Bend, Texas



SEP 18 '07

2:45 PM

AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT**SURFACE TRANSPORTATION BOARD**

This Amended and Restated Pledge and Security Agreement dated as of September 7, 2007, ("Security Agreement") is by and among Lansing Trade Group, LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of the Borrower party hereto from time to time (together with the Borrower, the "Grantors" and individually, a "Grantor") and Société Générale, in its capacity as administrative agent (the "Administrative Agent") for the ratable benefit of itself, the Lenders (as defined below), the Issuing Lender (as defined below), and the Swap Counterparties (as defined below) (together with the Administrative Agent, the Lenders and the Issuing Lender, individually a "Secured Party", and collectively, the "Secured Parties").

PRELIMINARY STATEMENTS

A. This Security Agreement is entered into in connection with that certain Amended and Restated Credit Agreement dated as of September 7, 2007 (as it has been or may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the lenders party thereto from time to time (individually, a "Lender" and collectively, the "Lenders"), and Société Générale, as administrative agent (in such capacity, the "Administrative Agent") and as issuing lender (in such capacity, the "Issuing Lender").

B. This Security Agreement is intended as an amendment and restatement of (i) the Pledge and Security Agreement dated February 16, 2006, between the Borrower and Société Générale, as the Administrative Agent, as heretofore amended or supplemented, (ii) the Pledge and Security Agreement dated March 22, 2007 between Lansing-Louisiana, LLC, a Delaware limited liability company and Société Générale, as the Administrative Agent, and (iii) the Amended and Restated Pledge and Security Agreement dated September 11, 2006 between Lansing Ethanol Services, LLC, a Delaware limited liability company and Société Générale, as the Administrative Agent (collectively, the "Existing Security Agreements").

C. The transactions contemplated by the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement) and the Swap Contracts (as defined in the Credit Agreement) entered into by the Borrower or any other Loan Party (as defined in the Credit Agreement) with a Lender or an Affiliate of a Lender (each such counterparty, a "Swap Counterparty") are (i) in furtherance of each Grantor's respective corporate, limited liability or partnership purposes, (ii) necessary or convenient to the conduct, promotion or attainment of each Grantor's respective business and (iii) direct or indirect benefits to each Grantors.

D. It is a requirement under the Credit Agreement that the Grantors shall secure the due payment and performance of all Obligations (as defined in the Credit Agreement) by entering into this Security Agreement.

ACCORDINGLY, the Grantors and the Administrative Agent, on behalf of the Lenders, hereby agree as follows:

**ARTICLE I
DEFINITIONS**

1.1. Terms Defined in Credit Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

1.2. Terms Defined in UCC. Terms defined in the UCC which are not otherwise defined in this Security Agreement are used herein as defined in the UCC.

1.3. Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms defined in the Preliminary Statements and in the lead-in set forth above, the following terms shall have the following meanings:

"Accounts" shall have the meaning set forth in Article 9 of the UCC.

"Article" means a numbered article of this Security Agreement, unless another document is specifically referenced.

"Chattel Paper" shall have the meaning set forth in Article 9 of the UCC.

"Closing Date" means the date of the Credit Agreement.

"Collateral" shall have the meaning set forth in Article II.

"Collateral Access Agreement" means any landlord waiver or other agreement, in form and substance satisfactory to the Administrative Agent, between the Administrative Agent and any third party (including any bailee, consignee, customs broker, or other similar Person) in possession of any Collateral or any landlord of any Grantor for any real property where any Collateral is located, as such landlord waiver or other agreement may be amended, restated, or otherwise modified from time to time.

"Collateral Deposit Account" shall have the meaning set forth in Section 7.1(a).

"Collateral Report" means any certificate (including any Borrowing Base Certificate), report or other document delivered by any Grantor to the Administrative Agent or any Lender with respect to the Collateral pursuant to any Loan Document.

"Commodity Account" shall have the meaning set forth in Article 9 of the UCC.

"Commodity Account Control Agreement" means an agreement, in form and substance satisfactory to the Administrative Agent, among the applicable Grantor, any institution with which such Grantor has established a Commodity Account, and the Administrative Agent with respect to control of all Commodity Accounts and Commodity Contracts maintained by such Grantor with such institution.

"Commodity Contract" shall have the meaning set forth in Article 9 of the UCC.

"Chattel Paper" shall have the meaning set forth in Article 9 of the UCC.

"Control" shall have the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the UCC.

"Copyrights" means, with respect to any Person, all of such Person's right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Deposit Account Control Agreement" means an agreement, in form and substance satisfactory to the Administrative Agent, among the applicable Grantor, a banking institution holding such Grantor's funds, and the Administrative Agent with respect to collection and control of all deposits and balances held in a deposit account maintained by such Grantor with such banking institution.

"Deposit Accounts" shall have the meaning set forth in Article 9 of the UCC.

"Documents" shall have the meaning set forth in Article 9 of the UCC.

"Equipment" shall have the meaning set forth in Article 9 of the UCC.

"Event of Default" means an event described in Section 5.1.

"Exhibit" refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

"Farm Products" shall have the meaning set forth in Article 9 of the UCC.

"Fixtures" shall have the meaning set forth in Article 9 of the UCC.

"General Intangibles" shall have the meaning set forth in Article 9 of the UCC.

"Goods" shall have the meaning set forth in Article 9 of the UCC.

"Instruments" shall have the meaning set forth in Article 9 of the UCC.

"Inventory" shall have the meaning set forth in Article 9 of the UCC.

"Investment Property" shall have the meaning set forth in Article 9 of the UCC.

"Lenders" means the lenders party to the Credit Agreement and their successors and assigns.

"Letter-of-Credit Rights" shall have the meaning set forth in Article 9 of the UCC.

"Licenses" means, with respect to any Person, all of such Person's right, title, and interest in and to (a) any and all licensing agreements or similar arrangements in and to its Patents, Copyrights, or Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

"Lock Boxes" shall have the meaning set forth in Section 7.1(a).

"Lock Box Agreements" shall have the meaning set forth in Section 7.1(a).

"Patents" means, with respect to any Person, all of such Person's right, title, and interest in and to: (a) any and all patents and patent applications; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world.

"Pledged Collateral" means all Instruments, Securities and other Investment Property of any Grantor, whether or not physically delivered to the Administrative Agent pursuant to this Security Agreement.

"Receivables" means the Accounts, Chattel Paper, Documents, Investment Property, Instruments and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral.

"Required Secured Parties" means (a) prior to the date upon which the Credit Agreement has terminated by its terms and Obligations (other than Swap Obligations) have been paid in full, the Required Lenders, and (b) after the Credit Agreement has terminated by its terms and all of the Obligations (other than Swap Obligations) have been paid in full (whether or not the Obligations under the Credit Agreement were ever accelerated), Secured Parties holding in the aggregate at least 66.0% of the aggregate net early termination payments and all other amounts then due and unpaid from any Grantor to the Secured Parties under Swap Contracts, as determined by the Administrative Agent in its reasonable discretion.

"Section" means a numbered section of this Security Agreement, unless another document is specifically referenced.

"Secured Obligations" means the "Obligations" as defined in the Credit Agreement.

"Security" has the meaning set forth in Article 8 of the UCC.

"Secured Parties" means the Administrative Agent, the Lenders, the Swap Counterparties and their Related Parties (as defined in the Credit Agreement).

"Stock Rights" means all dividends, instruments or other distributions and any other right or property which any Grantor shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any Equity Interest constituting Collateral, any right to receive an Equity Interest and any right to receive earnings, in which any Grantor now has or hereafter acquires any right, issued by an issuer of such Equity Interest.

"Supporting Obligations" shall have the meaning set forth in Article 9 of the UCC.

"Trademarks" means, with respect to any Person, all of such Person's right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

"UCC" means the Uniform Commercial Code, as in effect from time to time, of the State of New York or of any other state the laws of which are required as a result thereof to be applied in connection with the attachment, perfection or priority of, or remedies with respect to, Administrative Agent's or any Lender's Lien on any Collateral.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

ARTICLE II GRANT OF SECURITY INTEREST

Each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (all of which will be collectively referred to as the "Collateral"), including:

- (i) all Accounts;

- (ii) all Chattel Paper;
- (iii) all Documents;
- (iv) all Equipment;
- (v) all Fixtures;
- (vi) all General Intangibles;
- (vii) all Goods;
- (viii) all Instruments;
- (ix) all Inventory;
- (x) all Investment Property, including without limitation all Commodity Accounts and Commodity Contracts;
- (xi) all cash or cash equivalents;
- (xii) all letters of credit, Letter-of-Credit Rights and Supporting Obligations;
- (xiii) all Deposit Accounts with any bank or other financial institution;
- (xiv) all Farm Products;
- (xv) and all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing;

to secure the prompt and complete payment and performance of the Secured Obligations.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Each Grantor represents and warrants to the Administrative Agent and the Secured Parties that:

3.1. **Title, Perfection and Priority.** Each Grantor has good and valid rights in or the power to transfer the Collateral and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens permitted under Section 4.1(e), and has full power and authority to grant to the Administrative Agent the security interest in such Collateral pursuant hereto. When financing statements have been filed in the appropriate offices against such Grantor in the locations listed on Exhibit H, the Administrative Agent will have a fully perfected first priority security interest in that Collateral in which a security interest may be perfected by filing, subject only to Liens permitted under Section 4.1(e).

3.2. **Type and Jurisdiction of Organization, Organizational and Identification Numbers.** The type of entity of each Grantor, its state of organization, the organizational number issued to it by its state of organization and its federal employer identification number are set forth on Exhibit A.

3.3. **Principal Location.** Each Grantor's mailing address and the location of its place of business (if it has only one) or its chief executive office (if it has more than one place of business), are disclosed in Exhibit A; no Grantor has any other places of business except those set forth in Exhibit A.

3.4. **Collateral Locations.** All locations where Collateral is located (other than Inventory in transit) are listed on Exhibit A. All of said locations are owned by a Grantor except for locations (i) which are leased by

a Grantor as lessee and designated in Part B(2) of Exhibit A and (ii) at which Inventory is held in a public warehouse or is otherwise held by a bailee or on consignment as designated in Part B(3) of Exhibit A.

3.5. Deposit Accounts. All Deposit Accounts held by any Grantor are listed on Exhibit B.

3.6. Commodity Accounts. All Commodity Accounts held by any Grantor are listed on Exhibit B.

3.7. Exact Name. Each Grantor's name in which it has executed this Security Agreement is the exact name as it appears in such organizational documents, as amended, as filed with such Grantor's jurisdiction of organization. No Grantor has been known by or used any other corporate or fictitious name, or been a party to any merger or consolidation, or been a party to any acquisition other than as set forth in Exhibit A.

3.8. Letter-of-Credit Rights and Chattel Paper. Exhibit C lists all Letter-of-Credit Rights and Chattel Paper of each Grantor. All action by each Grantor necessary or desirable to protect and perfect the Administrative Agent's Lien on each item listed on Exhibit C (including the delivery of all originals and the placement of a legend on all Chattel Paper as required hereunder) has been duly taken. The Administrative Agent will have a fully perfected first priority security interest in the Collateral listed on Exhibit C, subject only to Liens permitted under Section 4.1(e).

3.9. Accounts and Chattel Paper.

(a) The names of the obligors, amounts owing, due dates and other information with respect to the Accounts and Chattel Paper are and will be correctly stated in all records of the applicable Grantor relating thereto and in all invoices and Collateral Reports with respect thereto furnished to the Administrative Agent by the Grantors from time to time. As of the time when each Account or each item of Chattel Paper arises, the Grantors shall be deemed to have represented and warranted that such Account or Chattel Paper, as the case may be, and all records relating thereto, are genuine and in all respects what they purport to be.

(b) With respect to Accounts, except as specifically disclosed on the most recent Collateral Report, (i) all Accounts are Eligible Accounts; (ii) all Accounts represent bona fide sales of Inventory or rendering of services to Account Debtors in the ordinary course of the applicable Grantor's business and are not evidenced by a judgment, Instrument or Chattel Paper; (iii) there are no setoffs, claims or disputes existing or asserted with respect thereto and no Grantor has made any agreement with any Account Debtor for any extension of time for the payment thereof, any compromise or settlement for less than the full amount thereof, any release of any Account Debtor from liability therefor, or any deduction therefrom except a discount or allowance allowed by the applicable Grantor in the ordinary course of its business for prompt payment and disclosed to the Administrative Agent; (iv) to each Grantor's knowledge, there are no facts, events or occurrences which in any way impair the validity or enforceability thereof or could reasonably be expected to reduce the amount payable thereunder as shown on the applicable Grantor's books and records and any invoices, statements and Collateral Reports with respect thereto; (v) no Grantor has received any notice of proceedings or actions which are threatened or pending against any Account Debtor which might result in any adverse change in such Account Debtor's financial condition; and (vi) no Grantor has knowledge that any Account Debtor is unable generally to pay its debts as they become due.

(c) In addition, with respect to all Accounts, (i) the amounts shown on all invoices, statements and Collateral Reports with respect thereto are actually and absolutely owing to the applicable Grantor as indicated thereon and are not in any way contingent; (ii) no payments have been or shall be made thereon except payments immediately delivered to a Lock Box or a Collateral Deposit Account as required pursuant to Section 7.1; and (iii) to each Grantor's knowledge, all Account Debtors have the capacity to contract.

3.10. Inventory. With respect to any Inventory scheduled or listed on the most recent Collateral Report, (a) such Inventory (other than Inventory in transit) is located at one of the locations set forth on Exhibit A, (b) no Inventory (other than Inventory in transit) is now, or shall at any time or times hereafter be stored at any other location except as permitted by Section 4.1(g), (c) each Grantor has good, indefeasible and

merchantable title to such Inventory and such Inventory is not subject to any Lien or security interest or document whatsoever except for the Lien granted to the Administrative Agent and except for Permitted Liens, (d) except as specifically disclosed in the most recent Collateral Report, such Inventory is Eligible Inventory of good and merchantable quality, free from any defects, (e) such Inventory is not subject to any licensing, patent, royalty, trademark, trade name or copyright agreements with any third parties which would require any consent of any third party upon sale or disposition of that Inventory or the payment of any monies to any third party upon such sale or other disposition, (f) such Inventory has been produced in accordance with the Federal Fair Labor Standards Act of 1938, as amended, and all rules, regulations and orders thereunder and (g) the completion of manufacture, sale or other disposition of such Inventory by the Administrative Agent following an Event of Default shall not require the consent of any Person and shall not constitute a breach or default under any contract or agreement to which any Grantor is a party or to which such property is subject.

3.11. Intellectual Property. No Grantor has any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Exhibit D. This Security Agreement is effective to create a valid and continuing Lien and, upon filing of appropriate financing statements in the offices listed on Exhibit H and this Security Agreement with the United States Copyright Office and the United States Patent and Trademark Office, fully perfected first priority security interests in favor of the Administrative Agent on each Grantor's Patents, Trademarks and Copyrights, such perfected security interests are enforceable as such as against any and all creditors of and purchasers from any Grantor; and all action necessary or desirable to protect and perfect the Administrative Agent's Lien on each Grantor's Patents, Trademarks or Copyrights shall have been duly taken.

3.12. Filing Requirements. None of the Equipment is covered by any certificate of title, except for the vehicles described in Part I of Exhibit E. None of the Collateral is of a type for which security interests or liens may be perfected by filing under any federal statute except for (a) Patents, Trademarks and Copyrights held by the Grantors and described in Exhibit D, and (b) the rail cars and locomotives constituting Equipment is set forth in Exhibit F.

3.13. No Financing Statements, Security Agreements. No financing statement or security agreement describing all or any portion of the Collateral which has not lapsed or been terminated naming any Grantor as debtor has been filed or is of record in any jurisdiction except (a) for financing statements or security agreements naming the Administrative Agent as the secured party and (b) as permitted by Section 4.1(e).

3.14. Pledged Collateral.

(a) Exhibit G sets forth a complete and accurate list of all of the Pledged Collateral. The applicable Grantor named on such Exhibit G is the direct, sole beneficial owner and sole holder of record of the Pledged Collateral listed on Exhibit G as being owned by it, free and clear of any Liens, except for the security interest granted to the Administrative Agent hereunder. Each Grantor further represents and warrants that (i) all Pledged Collateral constituting an Equity Interest has been (to the extent such concepts are relevant with respect to such Pledged Collateral) duly authorized, validly issued, are fully paid and non-assessable, (ii) with respect to any certificates delivered to the Administrative Agent representing an Equity Interest, either such certificates are Securities as defined in Article 8 of the UCC as a result of actions by the issuer or otherwise, or, if such certificates are not Securities, the Grantors have so informed the Administrative Agent so that the Administrative Agent may take steps to perfect its security interest therein as a General Intangible, (iii) all Pledged Collateral held by a securities intermediary is covered by a control agreement among the applicable Grantor, the securities intermediary and the Administrative Agent pursuant to which the Administrative Agent has Control and (iv) all Pledged Collateral which represents Debt owed to any Grantor has been duly authorized, authenticated or issued and delivered by the issuer of such Debt, is the legal, valid and binding obligation of such issuer and such issuer is not in default thereunder.

(b) In addition, (i) none of the Pledged Collateral has been issued or transferred in violation of the securities registration, securities disclosure or similar laws of any jurisdiction to which such issuance or transfer may be subject, and (ii) no consent, approval, authorization, or other action by, and no giving of notice, filing with, any governmental authority or any other Person is required for the pledge by any Grantor of the

Pledged Collateral pursuant to this Security Agreement or for the execution, delivery and performance of this Security Agreement by any Grantor, or for the exercise by the Administrative Agent of the voting or other rights provided for in this Security Agreement or for the remedies in respect of the Pledged Collateral pursuant to this Security Agreement, except as may be required in connection with such disposition by laws affecting the offering and sale of securities generally.

(c) Except as set forth in Exhibit G, the Grantor named therein owns 100% of the issued and outstanding Equity Interests which constitute Pledged Collateral and none of the Pledged Collateral which represents Debt owed to any Grantor is subordinated in right of payment to other Debt or subject to the terms of an indenture.

ARTICLE IV COVENANTS

From the date of this Security Agreement, and thereafter until this Security Agreement is terminated, each Grantor agrees that:

4.1. General.

(a) Collateral Records. Each Grantor will maintain complete and accurate books and records with respect to the Collateral, and furnish to the Administrative Agent, such reports relating to the Collateral as the Administrative Agent shall from time to time request.

(b) Authorization to File Financing Statements; Ratification. Each Grantor hereby authorizes the Administrative Agent to file, and if requested will deliver to the Administrative Agent, all financing statements and other documents and take such other actions as may from time to time be requested by the Administrative Agent in order to maintain a first perfected security interest in and, if applicable, Control of, the Collateral. Any financing statement filed by the Administrative Agent may be filed in any filing office in any UCC jurisdiction and may (i) indicate the Collateral (1) as all assets of the applicable Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC or such jurisdiction, or (2) by any other description which reasonably approximates the description contained in this Security Agreement, and (ii) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (A) whether a Grantor is an organization, the type of organization and any organization identification number issued to such Grantor, and (B) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Each Grantor also agrees to furnish any such information to the Administrative Agent promptly upon request. Each Grantor also ratifies its authorization for the Administrative Agent to have filed in any UCC jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

(c) Further Assurances. Each Grantor will, if so requested by the Administrative Agent, furnish to the Administrative Agent, as often as the Administrative Agent may reasonably request, statements and schedules further identifying and describing the Collateral and such other reports and information in connection with the Collateral as the Administrative Agent may reasonably request, all in such detail as the Administrative Agent may specify. Each Grantor also agrees to take any and all actions necessary to defend title to the Collateral against all persons and to defend the security interest of the Administrative Agent in the Collateral and the priority thereof against any Lien not expressly permitted hereunder.

(d) Disposition of Collateral. No Grantor will sell, lease or otherwise dispose of the Collateral except for dispositions specifically permitted pursuant to Section 6.04 of the Credit Agreement.

(e) Liens. No Grantor will create, incur, or suffer to exist any Lien on the Collateral except (i) the security interest created by this Security Agreement, and (ii) other Permitted Liens.

(f) Other Financing Statements. No Grantor will authorize the filing of any financing statement naming it as debtor covering all or any portion of the Collateral, except as permitted by Section 4.1(e). Each Grantor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement without the prior written consent of the Administrative Agent, subject to such Grantor's rights under Section 9-509(d)(2) of the UCC.

(g) Locations. No Grantor will (i) maintain any Collateral (other than Inventory in transit) at any location other than those locations listed on Exhibit A, (ii) otherwise change, or add to, such locations without the Administrative Agent's prior written consent as required by the Credit Agreement (and if the Administrative Agent gives such consent, such applicable Grantor will concurrently therewith obtain a Collateral Access Agreement for each such location to the extent required by the Credit Agreement), or (iii) change its principal place of business or chief executive office from the location identified on Exhibit A, other than as permitted by the Credit Agreement.

(h) Compliance with Terms. Each Grantor will perform and comply with all obligations in respect of the Collateral and all agreements to which it is a party or by which it is bound relating to the Collateral.

4.2. Receivables.

(a) Certain Agreements on Receivables. No Grantor will make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable less than the original amount thereof, except that, if no Default exists, any Grantor may reduce the amount of Accounts arising from the sale of Inventory in accordance with its present policies and in the ordinary course of business.

(b) Collection of Receivables. Except as otherwise provided in this Security Agreement, each Grantor will collect and enforce, at such Grantor's sole expense, all amounts due or hereafter due to such Grantor under the Receivables except to the extent that such Receivable was not included in determining the Borrowing Base then in effect and such Grantor reasonably determines that collection of such Receivable is doubtful or would not justify the costs of collection.

(c) Delivery of Invoices. The Grantors will deliver to the Administrative Agent immediately upon its request after the occurrence and during the continuation of an Event of Default duplicate invoices with respect to each Account bearing such language of assignment as the Administrative Agent shall specify.

(d) Disclosure of Counterclaims on Receivables. If (i) any discount, credit or agreement to make a rebate or to otherwise reduce the amount owing on a Receivable exists or (ii) if, to the knowledge of any Grantor, any dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to a Receivable, the Grantors will disclose such fact to the Administrative Agent in the next following Borrowing Base Certificate; provided that, if the amount of any such discount, credit, rebate, reduction, dispute, setoff, claim, counterclaim or defense would exceed \$500,000 then the Grantors shall promptly disclose such fact to the Administrative Agent in writing. The Grantors shall send the Administrative Agent a copy of each credit memorandum in excess of \$500,000 as soon as issued, and the Grantors shall promptly report each credit memo and each of the facts required to be disclosed to the Administrative Agent in accordance with this Section 4.2(d) on the Borrowing Base Certificates submitted by it pursuant to the Credit Agreement.

(e) Electronic Chattel Paper. Each Grantor shall take all steps necessary to grant the Administrative Agent Control of all electronic chattel paper in accordance with the UCC and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

4.3. Inventory and Equipment.

(a) Maintenance of Goods. Each Grantor will do all things necessary to maintain, preserve, protect and keep the Inventory and the Equipment in good repair and working and saleable condition, except for damaged or defective goods arising in the ordinary course of such Grantor's business and except for ordinary wear and tear in respect of the Equipment.

(b) Inventory Count. Each Grantor will conduct a physical count of the Inventory at least once per fiscal year, and after and during the continuation of an Event of Default, at such other times as the Administrative Agent requests. Upon request of the Administrative Agent, each Grantor, at its own expense, shall deliver to the Administrative Agent the results of each physical verification, which such Grantor has made, or has caused any other Person to make on its behalf, of all or any portion of its Inventory.

(c) Equipment. Each Grantor shall promptly inform the Administrative Agent of any additions to or deletions from the Equipment which individually exceed \$250,000. No Grantor shall permit any Equipment to become a fixture with respect to real property or to become an accession with respect to other personal property with respect to which real or personal property the Administrative Agent does not have a Lien. No Grantor will, without the Administrative Agent's prior written consent, alter or remove any identifying symbol or number on any of its Equipment constituting Collateral.

(d) Titled Vehicles. Each Grantor will give the Administrative Agent notice of its acquisition of any vehicle covered by a certificate of title and deliver to the Administrative Agent, upon request, the original of any vehicle title certificate and provide and/or file all other documents or instruments necessary to have the Lien of the Administrative Agent noted on any such certificate or with the appropriate state office.

(e) Rolling Stock. Each Grantor will give the Administrative Agent notice of its acquisition of any locomotive or rail car covered by a federal registration system, including, without limitation the U.S. Surface Transportation Board, and deliver to the Administrative Agent, and sufficient information regarding such rolling stock to enable the Administrative Agent to make a recording of its security interest in such rolling stock.

4.4. Delivery of Instruments, Securities, Chattel Paper and Documents. Each Grantor will (a) deliver to the Administrative Agent immediately upon execution of this Security Agreement (to the extent such has not been previously delivered to the Administrative Agent pursuant to the Existing Security Agreements) the originals of all Chattel Paper, Securities and Instruments constituting Collateral (if any then exist), (b) hold in trust for the Administrative Agent upon receipt and immediately thereafter deliver to the Administrative Agent any Chattel Paper, Securities and Instruments constituting Collateral. (c) upon the Administrative Agent's request, deliver to the Administrative Agent (and thereafter hold in trust for the Administrative Agent upon receipt and immediately deliver to the Administrative Agent) any Document evidencing or constituting Collateral and (d) upon the Administrative Agent's request, deliver to the Administrative Agent a duly executed amendment to this Security Agreement, in the form of Exhibit I hereto (the "Amendment"), pursuant to which such Grantor will confirm and pledge such additional Collateral. Each Grantor hereby authorizes the Administrative Agent to attach each Amendment to this Security Agreement and agrees that all additional Collateral set forth in such Amendments shall be considered to be part of the Collateral.

4.5. Uncertificated Pledged Collateral. Each Grantor will permit the Administrative Agent from time to time to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of uncertificated securities or other types of Pledged Collateral not represented by certificates to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Pledged Collateral not represented by certificates and all rollovers and replacements therefor to reflect the Lien of the Administrative Agent granted pursuant to this Security Agreement. Each Grantor will take any actions necessary to cause (a) the issuers of uncertificated securities which are Pledged Collateral and (b) any securities intermediary which is the holder of any Pledged Collateral, to cause the Administrative Agent to have and retain Control over such Pledged Collateral. Without limiting the foregoing, each Grantor will, with respect to Pledged Collateral held with a securities intermediary, cause such securities intermediary to enter into a control

agreement with the Administrative Agent, in form and substance satisfactory to the Administrative Agent, giving the Administrative Agent Control.

4.6. Pledged Collateral.

(a) Changes in Capital Structure of Issuers. Except as otherwise permitted under the Credit Agreement, no Grantor will (i) permit or suffer any issuer of an Equity Interest constituting Pledged Collateral to dissolve, merge, liquidate, retire any of its Equity Interests or other Instruments or Securities evidencing ownership, reduce its capital, sell or encumber all or substantially all of its assets (except for Permitted Liens and sales of assets permitted pursuant to Section 4.1(d)) or merge or consolidate with any other entity, or (ii) vote any Pledged Collateral in favor of any of the foregoing.

(b) Registration of Pledged Collateral. Each Grantor will permit any registerable Pledged Collateral to be registered in the name of the Administrative Agent or its nominee at any time at the option of the Required Secured Parties other than, so long as no Default has occurred and is continuing, any such Pledged Collateral consisting of equity interests in any Subsidiary of the Borrower.

(c) Exercise of Rights in Pledged Collateral.

(i) Without in any way limiting the foregoing and subject to clause (ii) below, the applicable Grantor shall have the right to exercise all voting rights or other rights relating to the Pledged Collateral for all purposes not inconsistent with this Security Agreement, the Credit Agreement or any other Loan Document; *provided however, that* no vote or other right shall be exercised or action taken which would have the effect of impairing the rights of the Administrative Agent in respect of the Pledged Collateral.

(ii) Each Grantor will permit the Administrative Agent or its nominee at any time during the continuation of an Event of Default, without notice, to exercise all voting rights or other rights relating to Pledged Collateral, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any Equity Interest or Investment Property constituting Pledged Collateral as if it were the absolute owner thereof.

(iii) Each Grantor shall be entitled to collect and receive for its own use all cash dividends and interest paid in respect of the Pledged Collateral to the extent not in violation of the Credit Agreement other than any of the following distributions and payments (collectively referred to as the "Excluded Payments"): (A) dividends and interest paid or payable other than in cash in respect of any Pledged Collateral, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, any Pledged Collateral; (B) dividends and other distributions paid or payable in cash in respect of any Pledged Collateral in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in capital of an issuer; and (C) cash paid, payable or otherwise distributed, in respect of principal of, or in redemption of, or in exchange for, any Pledged Collateral; *provided however, that* until actually paid, all rights to such distributions shall remain subject to the Lien created by this Security Agreement; and

(iv) All Excluded Payments and all other distributions in respect of any of the Pledged Collateral, whenever paid or made, shall be delivered to the Administrative Agent to hold as Pledged Collateral and shall, if received by any Grantor, be received in trust for the benefit of the Administrative Agent, be segregated from other property or funds of the Grantors, and be forthwith delivered to the Administrative Agent as Pledged Collateral in the same form as so received (with any necessary endorsement).

4.7. Intellectual Property.

(a) Each Grantor will use its best efforts to secure all consents and approvals necessary or appropriate for the assignment to or benefit of the Administrative Agent of any License held by such Grantor and to enforce the security interests granted hereunder.

(b) Each Grantor shall notify the Administrative Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding any Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(c) In no event shall any Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving the Administrative Agent prior written notice thereof, and, upon request of the Administrative Agent, each Grantor shall execute and deliver any and all security agreements as the Administrative Agent may request to evidence the Administrative Agent's first priority security interest on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(d) Each Grantor shall take all actions necessary or requested by the Administrative Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, unless the Administrative Agent shall determine that such Patent, Trademark or Copyright is not material to the conduct of such Grantor's business.

(e) Each Grantor shall, unless it shall reasonably determine that such Patent, Trademark or Copyright is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as the Administrative Agent shall deem appropriate under the circumstances to protect such Patent, Trademark or Copyright. In the event that any Grantor institutes suit because any of the Patents, Trademarks or Copyrights constituting Collateral is infringed upon, or misappropriated or diluted by a third party, the Grantors shall comply with Section 4.8.

4.9. Letter-of-Credit Rights. If any Grantor is or becomes the beneficiary of a letter of credit, the Grantors shall promptly, and in any event within two Business Days after becoming a beneficiary, notify the Administrative Agent thereof and cause the issuer and confirmation bank to (i) consent to the assignment of any Letter-of-Credit Rights to the Administrative Agent and (ii) agree to direct all payments thereunder to a Deposit Account at the Administrative Agent or subject to a Deposit Account Control Agreement for application to the Secured Obligations, in accordance with the Credit Agreement, all in form and substance reasonably satisfactory to the Administrative Agent; provided that, the requirements of this Section 4.9 shall not apply if the face amount of the applicable letter of credit is less than \$2,500,000; provided further that, if an Event of Default has occurred and is continuing, the requirements of this Section 4.9 shall apply regardless of the size of the letter of credit. Notwithstanding the foregoing, unless the Administrative Agent consents to otherwise, each Grantor shall cause the Administrative Agent to be the advising bank for each letter of credit naming such Grantor as the beneficiary.

4.10. Federal, State or Municipal Claims. Each Grantor will promptly notify the Administrative Agent of any Collateral which constitutes a claim against the United States government or any state or local government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal, state or municipal law.

4.11. No Interference. Each Grantor agrees that it will not interfere with any right, power and remedy of the Administrative Agent provided for in this Security Agreement or now or hereafter existing at law or in equity or by statute or otherwise, or the exercise or beginning of the exercise by the Administrative Agent of any one or more of such rights, powers or remedies.

4.12. Insurance. (a) In the event any Collateral is located in any area that has been designated by the Federal Emergency Management Agency as a "Special Flood Hazard Area", the applicable Grantor shall purchase and maintain flood insurance on such Collateral (including any personal property which is located on any real property leased by such Grantor within a "Special Flood Hazard Area"). The amount of all insurance required by this Section shall at a minimum comply with applicable law, including the Flood Disaster Protection Act of 1973, as amended. All premiums on such insurance shall be paid when due by such Grantor, and copies of the policies delivered to the Administrative Agent. If any Grantor fails to obtain any insurance as required by this Section, the Administrative Agent at the direction of the Required Lenders may obtain such insurance at the Grantors' expense. This insurance may, but need not, protect such Grantor's interests. The coverage that the Administrative Agent purchases may not pay any claim that such Grantor makes or any claim that is made against such Grantor in connection with the Collateral. Such Grantor may later cancel any insurance purchased by the Administrative Agent, but only after providing the Administrative Agent with evidence that such Grantor has obtained insurance as required by this Agreement. If the Administrative Agent purchases insurance for the Collateral, the Grantors will be responsible for the costs of that insurance, including interest and any other charges the Administrative Agent may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the total outstanding balance or obligation secured hereby. The costs of the insurance may be more than the cost of insurance any Grantor may be able to obtain on its own. By purchasing such insurance, the Administrative Agent shall not be deemed to have waived any Default arising from such Grantor's failure to maintain such insurance or pay any premiums therefor.

(b) All insurance policies required under Section 5.04 of the Credit Agreement shall name the Administrative Agent (for the benefit of the Administrative Agent and the Secured Parties) as an additional insured or as loss payee, as applicable, and shall contain loss payable clauses or mortgagee clauses, through endorsements in form and substance satisfactory to the Administrative Agent, which provide that: (i) all proceeds thereunder with respect to any Collateral shall be payable to the Administrative Agent; (ii) no such insurance shall be affected by any act or neglect of the insured or owner of the property described in such policy; and (iii) such policy and loss payable or mortgagee clauses may be canceled, amended, or terminated only upon at least thirty (30) days prior written notice given to the Administrative Agent.

4.13. Collateral Access Agreements. Each Grantor shall use commercially reasonable efforts to obtain a Collateral Access Agreement from the lessor of each leased property, mortgagee of owned property or bailee or consignee with respect to any warehouse, processor or converter facility or other location where Collateral is stored or located, which agreement or letter shall provide access rights, contain a waiver or subordination of all Liens or claims that the landlord, mortgagee, bailee or consignee may assert against the Collateral at that location, and shall otherwise be reasonably satisfactory in form and substance to the Administrative Agent.

4.14. Deposit Account Control Agreements. Each Grantor will provide to the Administrative Agent upon the Administrative Agent's request, a Deposit Account Control Agreement duly executed on behalf of each financial institution holding a deposit account of any Grantor with any depository bank other than the Administrative Agent.

4.15. Commodity Account Control Agreements. Each Grantor will provide to the Administrative Agent upon the Administrative Agent's request, a Commodity Account Control Agreement duly executed on behalf of each commodities intermediary which has established a Commodity Account of any Grantor with any depository bank other than the Administrative Agent.

4.16. Change of Name or Location; Change of Fiscal Year. No Grantor shall (a) change its name as it

appears in official filings in the state of its incorporation or organization, (b) change its chief executive office, principal place of business, mailing address, corporate offices or warehouses or locations at which Collateral is held or stored, or the location of its records concerning the Collateral as set forth in the Security Agreement, (c) change the type of entity that it is, (d) change its organization identification number, if any, issued by its state of incorporation or other organization, or (e) change its state of incorporation or organization, in each case, unless the Administrative Agent shall have received at least thirty (30) days prior written notice of such change and the Administrative Agent shall have acknowledged in writing that either (1) such change will not adversely affect the validity, perfection or priority of the Administrative Agent's security interest in the Collateral, or (2) any reasonable action requested by the Administrative Agent in connection therewith has been completed or taken (including any action to continue the perfection of any Liens in favor of the Administrative Agent, on behalf of Lenders, in any Collateral), *provided that*, any new location shall be in the United States or Canada or such other locations as are permitted under the Credit Agreement. No Grantor shall change its fiscal year which currently ends on December 31 without giving the Administrative Agent at least thirty (30) days' prior written notice thereof.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

5.1. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

(a) Any representation or warranty made by or on behalf of any Grantor under or in connection with this Security Agreement shall be materially false as of the date on which made (or deemed to be made).

(b) The breach by any Grantor of any of the terms or provisions of Sections 4.1(d) – (g), Sections 4.2(a), (b) and (d), Sections 4.3(c), Section 4.6(a), Section 4.12 and Section 4.16.

(c) The breach by any Grantor (other than a breach which constitutes an Event of Default under any other Section of this Article V) of any of the terms or provisions of this Security Agreement which is not remedied within 30 days after the earlier of (i) written notice of such default shall have been given to the Borrower by the Administrative Agent or any Lender or (ii) any actual knowledge of such default by a Responsible Officer of the Borrower or any Grantor.

(d) The occurrence of any “Event of Default” under, and as defined in, the Credit Agreement.

(e) Any Equity Interest which is included within the Collateral shall at any time constitute a Security or the issuer of any such Equity Interest shall take any action to have such interests treated as a Security unless (i) all certificates or other documents constituting such Security have been delivered to the Administrative Agent and such Security is properly defined as such under Article 8 of the UCC of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise, or (ii) the Administrative Agent has entered into a control agreement with the issuer of such Security or with a securities intermediary relating to such Security and such Security is defined as such under Article 8 of the UCC of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise.

5.2. Remedies.

(a) Upon the occurrence and during the continuation of an Event of Default, the Administrative Agent may exercise any or all of the following rights and remedies:

(i) those rights and remedies provided in this Security Agreement, the Credit Agreement, or any other Loan Document; *provided that*, this Section 5.2(a) shall not be understood to

limit any rights or remedies available to the Administrative Agent and the Lenders prior to an Event of Default;

(ii) those rights and remedies available to a secured party under the UCC (whether or not the UCC applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement;

(iii) give notice of sole control or any other instruction under any Deposit Account Control Agreement or Commodity Account Control Agreement or any other control agreement with any securities intermediary and take any action therein with respect to such Collateral;

(iv) without notice (except as specifically provided in Section 8.1 or elsewhere herein), demand or advertisement of any kind to Borrower or any other Person, enter the premises of any Grantor where any Collateral is located (through self-help and without judicial process) to collect, receive, assemble, process, appropriate, sell, lease, assign, grant an option or options to purchase or otherwise dispose of, deliver, or realize upon, the Collateral or any part thereof in one or more parcels at public or private sale or sales (which sales may be adjourned or continued from time to time with or without notice and may take place at any Grantor's premises or elsewhere), for cash, on credit or for future delivery without assumption of any credit risk, and upon such other terms as the Administrative Agent may deem commercially reasonable; and

(v) concurrently with written notice to the applicable Grantor, transfer and register in its name or in the name of its nominee the whole or any part of the Pledged Collateral, to exchange certificates or instruments representing or evidencing Pledged Collateral for certificates or instruments of smaller or larger denominations, to exercise the voting and all other rights as a holder with respect thereto, to collect and receive all cash dividends, interest, principal and other distributions made thereon and to otherwise act with respect to the Pledged Collateral as though the Administrative Agent was the outright owner thereof.

(b) The Administrative Agent, on behalf of the Secured Parties, may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(c) The Administrative Agent shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase for the benefit of the Administrative Agent and the Secured Parties, the whole or any part of the Collateral so sold, free of any right of equity redemption, **which equity redemption each Grantor hereby expressly releases.**

(d) Until the Administrative Agent is able to effect a sale, lease, or other disposition of Collateral, the Administrative Agent shall have the right to hold or use Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving Collateral or its value or for any other purpose deemed appropriate by the Administrative Agent. The Administrative Agent may, if it so elects, seek the appointment of a receiver or keeper to take possession of Collateral and to enforce any of the Administrative Agent's remedies (for the benefit of the Administrative Agent and Lenders), with respect to such appointment without prior notice or hearing as to such appointment.

(e) If, after the Credit Agreement has terminated by its terms and all of the Obligations have been paid in full, there remain Swap Obligations outstanding, the Required Secured Parties may exercise the remedies provided in this Section 5.2 upon the occurrence of any event which would allow or require the termination or acceleration of any Swap Obligations pursuant to the terms of the Swap Agreement.

(f) Notwithstanding the foregoing, neither the Administrative Agent nor the Secured Parties shall be required to (i) make any demand upon, or pursue or exhaust any of their rights or remedies

against, any Grantor, any other obligor, guarantor, pledgor or any other Person with respect to the payment of the Secured Obligations or to pursue or exhaust any of their rights or remedies with respect to any Collateral therefor or any direct or indirect guarantee thereof, (ii) marshal the Collateral or any guarantee of the Secured Obligations or to resort to the Collateral or any such guarantee in any particular order, or (iii) effect a public sale of any Collateral.

(g) Each Grantor recognizes that the Administrative Agent may be unable to effect a public sale of any or all the Pledged Collateral and may be compelled to resort to one or more private sales thereof in accordance with clause (a) above. Each Grantor also acknowledges that any private sale may result in prices and other terms less favorable to the seller than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by virtue of such sale being private. The Administrative Agent shall be under no obligation to delay a sale of any of the Pledged Collateral for the period of time necessary to permit the any Grantor or the issuer of the Pledged Collateral to register such securities for public sale under the Securities Act of 1933, as amended, or under applicable state securities laws, even if a Grantor and the issuer would agree to do so.

5.3. Grantors' Obligations Upon Default. Upon the request of the Administrative Agent after the occurrence and during the continuation of a Default, each Grantor will:

(a) assemble and make available to the Administrative Agent the Collateral and all books and records relating thereto at any place or places specified by the Administrative Agent, whether at any Grantor's premises or elsewhere;

(b) permit the Administrative Agent, by the Administrative Agent's representatives and agents, to enter, occupy and use any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located; to take possession of all or any part of the Collateral or the books and records relating thereto, or both; to remove all or any part of the Collateral or the books and records relating thereto, or both, and to conduct sales of the Collateral, without any obligation to pay any Grantor for such use and occupancy;

(c) furnish to the Administrative Agent, or cause an issuer of Pledged Collateral to furnish to the Administrative Agent, any information regarding the Pledged Collateral in such detail as the Administrative Agent may specify;

(d) take, or cause an issuer of Pledged Collateral to take, any and all actions necessary to register or qualify the Pledged Collateral to enable the Administrative Agent to consummate a public sale or other disposition of the Pledged Collateral; and

(e) at its own expense, cause the independent certified public accountants then engaged by the Borrower to prepare and deliver to the Administrative Agent and each Lender, at any time, and from time to time, promptly upon the Administrative Agent's request, the following reports with respect to each Grantor: (i) a reconciliation of all Accounts; (ii) an aging of all Accounts; (iii) trial balances; and (iv) a test verification of such Accounts.

5.4. Grant of Intellectual Property License. For the purpose of enabling the Administrative Agent to exercise the rights and remedies under this Article V at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby (a) grants to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to any Grantor) to use, license or sublicense any intellectual property rights now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof and (b) irrevocably agrees that the Administrative Agent may sell any of such Grantor's Inventory directly to any Person, including without

limitation Persons who have previously purchased any Grantor's Inventory and in connection with any such sale or other enforcement of the Administrative Agent's rights under this Security Agreement, may sell Inventory which bears any Trademark owned by or licensed to such Grantor and any Inventory that is covered by any Copyright owned by or licensed to such Grantor and the Administrative Agent may finish any work in process and affix any Trademark owned by or licensed to such Grantor and sell such Inventory as provided herein.

ARTICLE VI

ACCOUNT VERIFICATION; ATTORNEY IN FACT; PROXY

6.1. Account Verification. The Administrative Agent may at any time, in the Administrative Agent's own name, in the name of a nominee of the Administrative Agent, or (if an Event of Default has occurred and is continuing) in the name of any Grantor communicate (by mail, telephone, facsimile or as otherwise provided in Section 9.1) with the Account Debtors of such Grantor, parties to contracts with any Grantor and obligors in respect of Instruments of the Grantors to verify with such Persons, to the Administrative Agent's satisfaction, the existence, amount, terms of, and any other matter relating to, Accounts, Instruments, Chattel Paper, payment intangibles and/or other Receivables.

6.2. Authorization for Secured Party to Take Certain Action.

(a) Each Grantor irrevocably authorizes the Administrative Agent at any time and from time to time in the sole discretion of the Administrative Agent and appoints the Administrative Agent as its attorney in fact (i) to execute on behalf of such Grantor as debtor and to file financing statements necessary or desirable in the Administrative Agent's sole discretion to perfect and to maintain the perfection and priority of the Administrative Agent's security interest in the Collateral, (ii) to endorse and collect any cash proceeds of the Collateral, (iii) to file a carbon, photographic or other reproduction of this Security Agreement or any financing statement with respect to the Collateral as a financing statement and to file any other financing statement or amendment of a financing statement (which does not add new collateral or add a debtor) in such offices as the Administrative Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Administrative Agent's security interest in the Collateral, (iv) to contact and enter into one or more agreements with the issuers of uncertificated securities which are Pledged Collateral or with securities intermediaries holding Pledged Collateral as may be necessary or advisable to give the Administrative Agent Control over such Pledged Collateral, (v) to apply the proceeds of any Collateral received by the Administrative Agent to the Secured Obligations as provided in Section 7.3, (vi) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for such Liens as are specifically permitted hereunder), (vii) to contact Account Debtors for any reason, (viii) to demand payment or enforce payment of the Receivables in the name of the Administrative Agent or such Grantor and to endorse any and all checks, drafts, and other instruments for the payment of money relating to the Receivables, (ix) to sign such Grantor's name on any invoice or bill of lading relating to the Receivables, drafts against any Account Debtor of such Grantor, assignments and verifications of Receivables, (x) to exercise all of such Grantor's rights and remedies with respect to the collection of the Receivables and any other Collateral, (xi) to settle, adjust, compromise, extend or renew the Receivables, (xii) to settle, adjust or compromise any legal proceedings brought to collect Receivables, (xiii) to prepare, file and sign such Grantor's name on a proof of claim in bankruptcy or similar document against any Account Debtor of such Grantor, (xiv) to prepare, file and sign such Grantor's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with the Receivables, (xv) to change the address for delivery of mail addressed to such Grantor to such address as the Administrative Agent may designate and to receive, open and dispose of all mail addressed to such Grantor, and (xvi) to do all other acts and things necessary to carry out this Security Agreement; and each Grantor agrees to reimburse the Administrative Agent on demand for any payment made or any expense incurred by the Administrative Agent in connection with any of the foregoing; *provided that*, this authorization shall not relieve any Grantor of any of its obligations under this Security Agreement or under the Credit Agreement.

(b) All acts of said attorney or designee are hereby ratified and approved. The powers conferred on the Administrative Agent, for the benefit of the Administrative Agent and Secured Parties, under this Section 6.2 are solely to protect the Administrative Agent's interests in the Collateral and shall not impose

any duty upon the Administrative Agent or any Secured Party to exercise any such powers. The Administrative Agent agrees that, except for the powers granted in Section 6.2(a)(i)-(vi), it shall not exercise any power or authority granted to it unless an Event of Default has occurred and is continuing.

6.3. Proxy. EACH GRANTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS THE ADMINISTRATIVE AGENT AS THE PROXY AND ATTORNEY-IN-FACT (AS SET FORTH IN SECTION 6.2 ABOVE) OF SUCH GRANTOR WITH RESPECT TO THE PLEDGED COLLATERAL, INCLUDING THE RIGHT TO VOTE SUCH PLEDGED COLLATERAL, WITH FULL POWER OF SUBSTITUTION TO DO SO. IN ADDITION TO THE RIGHT TO VOTE ANY SUCH PLEDGED COLLATERAL, THE APPOINTMENT OF THE ADMINISTRATIVE AGENT AS PROXY AND ATTORNEY-IN-FACT SHALL INCLUDE THE RIGHT TO EXERCISE ALL OTHER RIGHTS, POWERS, PRIVILEGES AND REMEDIES TO WHICH A HOLDER OF SUCH PLEDGED COLLATERAL WOULD BE ENTITLED (INCLUDING GIVING OR WITHHOLDING WRITTEN CONSENTS OF SHAREHOLDERS, CALLING SPECIAL MEETINGS OF SHAREHOLDERS AND VOTING AT SUCH MEETINGS). SUCH PROXY SHALL BE EFFECTIVE, AUTOMATICALLY AND WITHOUT THE NECESSITY OF ANY ACTION (INCLUDING ANY TRANSFER OF ANY SUCH PLEDGED COLLATERAL ON THE RECORD BOOKS OF THE ISSUER THEREOF) BY ANY PERSON (INCLUDING THE ISSUER OF SUCH PLEDGED COLLATERAL OR ANY OFFICER OF THE ADMINISTRATIVE AGENT THEREOF), UPON THE OCCURRENCE OF AN EVENT OF DEFAULT.

6.4. Nature of Appointment; Limitation of Duty. **THE APPOINTMENT OF THE ADMINISTRATIVE AGENT AS PROXY AND ATTORNEY-IN-FACT IN THIS ARTICLE VI IS COUPLED WITH AN INTEREST AND SHALL BE IRREVOCABLE UNTIL THE DATE ON WHICH THIS SECURITY AGREEMENT IS TERMINATED IN ACCORDANCE WITH SECTION 8.14. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, NEITHER THE ADMINISTRATIVE AGENT, NOR ANY SECURED PARTY, NOR ANY OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL HAVE ANY DUTY TO EXERCISE ANY RIGHT OR POWER GRANTED HEREUNDER OR OTHERWISE OR TO PRESERVE THE SAME AND SHALL NOT BE LIABLE FOR ANY FAILURE TO DO SO OR FOR ANY DELAY IN DOING SO, EXCEPT IN RESPECT OF DAMAGES WHICH ARE ATTRIBUTABLE TO THEIR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION; PROVIDED THAT, IN NO EVENT SHALL THEY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES.**

ARTICLE VII COLLECTION AND APPLICATION OF COLLATERAL PROCEEDS; COMMODITY ACCOUNTS, DEPOSIT ACCOUNTS

7.1. Collection of Receivables.

(a) On or prior to thirty (30) days from the date hereof, each Grantor shall (i) cause each bank or financial institution maintaining the accounts set forth in Exhibit B (each a "Collateral Deposit Account") to enter into a Deposit Account Control Agreement with the Administrative Agent, and (ii) establish lock box services (the "Lock Boxes") with the bank(s) set forth in Exhibit B, which lock boxes shall be subject to irrevocable lockbox agreements in the form provided by or otherwise acceptable to the Administrative Agent (a "Lock Box Agreement"), in each case, in order to give the Administrative Agent Control of such Deposit Accounts.

(b) Each Grantor shall direct all of its Account Debtors to forward payments directly to Lock Boxes subject to Lock Box Agreements or to a Cash Collateral Account. Each Grantor shall deposit all cash, checks or other similar payments related to or constituting payments made in respect of Receivables received by it to a Collateral Deposit Account. All funds received into any Collateral Deposit Account shall be disbursed from such Collateral Account as provided by the terms of Section 7.3.

(c) In the case of Deposit Accounts or Lock Boxes maintained with a Secured Party, the terms of such letter shall be subject to the provisions of the Credit Agreement regarding setoffs.

7.2. Covenant Regarding New Deposit Accounts; Commodity Accounts, Lock Boxes. Before opening or replacing any Collateral Deposit Account, Commodity Account, other Deposit Account, or establishing a new Lock Box with any party other than Administrative Agent, each Grantor shall (a) obtain the Administrative Agent's consent in writing to the opening of such Deposit Account, Commodity Account or Lock Box, and (b) cause each other bank or financial institution in which it seeks to open (i) a Deposit Account, to enter into a Deposit Account Control Agreement with the Administrative Agent in order to give the Administrative Agent Control of such Deposit Account, (ii) a Commodity Account, to enter into a Commodity Account Control Agreement with the Administrative Agent in order to give the Administrative Agent Control of such Commodity Account or (iii) a Lock Box, to enter into a Lock Box Agreement with the Administrative Agent in order to give the Administrative Agent Control of the Lock Box. In the case of Deposit Accounts or Lock Boxes maintained with a Secured Party, the terms of such letter shall be subject to the provisions of the Credit Agreement regarding setoffs.

7.3. Application of Proceeds; Deficiency. All amounts deposited in any Collateral Deposit Account and other proceeds arising from the exercise of remedies by the Administrative Agent shall be deemed received by the Administrative Agent and shall be applied (and allocated) by Administrative Agent in accordance with the Credit Agreement; *provided that*, so long as no Default has occurred and is continuing or result therefrom, collections which are received into any Collateral Deposit Account may be withdrawn by the applicable Grantor rather than being used to reduce amounts owing under the Credit Agreement. After the occurrence and during the continuance of a Default, any such proceeds of the Collateral shall be applied in the order set forth in Section 7.06 of the Credit Agreement unless a court of competent jurisdiction shall otherwise direct. The balance, if any, after all of the Secured Obligations have been satisfied, shall be deposited by the Administrative Agent into such account as the applicable Grantor shall direct so long as the Administrative Agent shall not have received other directions from a court of competent jurisdiction. Each Grantor and the Borrower shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all Secured Obligations, including any attorneys' fees and other expenses incurred by Administrative Agent or any Secured Party to collect such deficiency.

ARTICLE VIII GENERAL PROVISIONS

8.1. Waivers. Each Grantor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the applicable Grantor, addressed as set forth in Article IX, at least ten (10) days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made. To the maximum extent permitted by applicable law, each Grantor waives all claims, damages, and demands against the Administrative Agent or any Secured Party arising out of the repossession, retention or sale of the Collateral, except such as are attributable to the gross negligence or willful misconduct of the Administrative Agent or such Secured Party as finally determined by a court of competent jurisdiction. To the extent it may lawfully do so, each Grantor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the Administrative Agent or any Secured Party, any valuation, stay, appraisal, extension, moratorium, redemption or similar laws and any and all rights or defenses it may have as a surety now or hereafter existing which, but for this provision, might be applicable to the sale of any Collateral made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Security Agreement, or otherwise. Except as otherwise specifically provided herein, each Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

8.2. Limitation on Administrative Agent's and Lenders' Duty with Respect to the Collateral. The Administrative Agent shall have no obligation to clean-up or otherwise prepare the Collateral for sale. The

Administrative Agent and each Secured Party shall use reasonable care with respect to the Collateral in its possession or under its control. Neither the Administrative Agent nor any Secured Party shall have any other duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of the Administrative Agent or such Secured Party, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. To the extent that applicable law imposes duties on the Administrative Agent to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees that it is commercially reasonable for the Administrative Agent (i) to fail to incur expenses deemed significant by the Administrative Agent to prepare Collateral for disposition or otherwise to transform raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (iv) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as any Grantor, for expressions of interest in acquiring all or any portion of such Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure the Administrative Agent against risks of loss, collection or disposition of Collateral or to provide to the Administrative Agent a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by the Administrative Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Administrative Agent in the collection or disposition of any of the Collateral. Each Grantor acknowledges that the purpose of this Section 8.2 is to provide non-exhaustive indications of what actions or omissions by the Administrative Agent would be commercially reasonable in the Administrative Agent's exercise of remedies against the Collateral and that other actions or omissions by the Administrative Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 8.2. Without limitation upon the foregoing, nothing contained in this Section 8.2 shall be construed to grant any rights to any Grantor or to impose any duties on the Administrative Agent that would not have been granted or imposed by this Security Agreement or by applicable law in the absence of this Section 8.2.

8.3. Compromises and Collection of Collateral. Each Grantor and the Administrative Agent recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to a Receivable. In view of the foregoing, each Grantor agrees that the Administrative Agent may at any time and from time to time, if an Event of Default has occurred and is continuing beyond any applicable grace and cure periods, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Administrative Agent in its sole discretion shall determine or abandon any Receivable, and any such action by the Administrative Agent shall be commercially reasonable so long as the Administrative Agent acts in good faith based on information known to it at the time it takes any such action.

8.4. Secured Party Performance of Debtor Obligations. Without having any obligation to do so, the Administrative Agent may perform or pay any obligation which a Grantor has agreed to perform or pay in this Security Agreement and the Grantors shall reimburse the Administrative Agent for any amounts paid by the Administrative Agent pursuant to this Section 8.4. The Grantors' obligation to reimburse the Administrative Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

8.5. Specific Performance of Certain Covenants. Each Grantor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1(d), 4.1(e), 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.12, 4.13, 4.14, 4.15, 4.16, 5.3, or 8.7 or in Article VII will cause irreparable injury to the Administrative Agent and the Secured Parties, that the Administrative Agent and Secured Parties have no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Administrative Agent or the Secured Parties to seek and obtain specific performance of other obligations of the Grantors contained in this Security Agreement, that the covenants of the Grantors contained in the Sections referred to in this Section 8.5 shall be specifically enforceable against any and all of the Grantors.

8.6. Dispositions Not Authorized. No Grantor is authorized to sell or otherwise dispose of the Collateral except as set forth in Section 4.1(d) and notwithstanding any course of dealing between any Grantor and the Administrative Agent or other conduct of the Administrative Agent, no authorization to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1(d)) shall be binding upon the Administrative Agent or the Secured Parties unless such authorization is in writing signed by the Administrative Agent with the consent or at the direction of the Required Secured Parties.

8.7. No Waiver; Amendments; Cumulative Remedies. No delay or omission of the Administrative Agent or any Secured Parties to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by the Administrative Agent with the concurrence or at the direction of the Lenders required under Section 9.02 of the Credit Agreement and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to the Administrative Agent and the Secured Parties until the Secured Obligations have been paid in full.

8.8. Limitation by Law; Severability of Provisions. All rights, remedies and powers provided in this Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Security Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Security Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. Any provision in this Security Agreement that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of this Security Agreement are declared to be severable.

8.9. Reinstatement. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

8.10. Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of each Grantor, the Administrative Agent and the Secured Parties and their respective permitted successors and assigns (including all persons who become bound as a debtor to this Security Agreement), except that no Grantor shall have the right to assign its rights or delegate its obligations under this Security Agreement or any interest herein, without the prior written consent of the Administrative Agent. No sales of participations, assignments, transfers, or other dispositions of any agreement governing the

Secured Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to the Administrative Agent, for the benefit of the Administrative Agent and the Secured Parties, hereunder.

8.11. Survival of Representations. All representations and warranties of the Grantors contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

8.12. Taxes and Expenses. Any taxes (including income taxes) payable or ruled payable by Federal or State authority in respect of this Security Agreement shall be paid by the Grantors, together with interest and penalties, if any. The Grantors shall reimburse the Administrative Agent for any and all out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Administrative Agent) paid or incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Security Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral). Any and all costs and expenses incurred by the Grantors in the performance of actions required pursuant to the terms hereof shall be borne solely by the Grantors.

8.13. Headings. The title of, and section headings in, this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

8.14. Termination. This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been indefeasibly paid and performed in full (or with respect to any outstanding Letters of Credit, a cash deposit or Supporting Letter of Credit has been delivered to the Administrative Agent as required by the Credit Agreement) and no commitments of the Administrative Agent or the Secured Parties which would give rise to any Secured Obligations are outstanding.

8.15. Entire Agreement. This Security Agreement embodies the entire agreement and understanding among the Grantors, the Administrative Agent and the Secured Parties relating to the Collateral and supersedes all prior agreements and understandings among any of the Grantors, the Administrative Agent and the Secured Parties relating to the Collateral.

8.16. Governing Law. This Agreement and each of the other Loan Documents shall be governed by and construed in accordance with the laws of the State of New York and the applicable laws of the United States of America.

8.17. Submission to Jurisdiction.

(a) Any legal action or proceeding with respect to this Security Agreement or any other Loan Document may be brought in the courts of the state of New York sitting in New York City or of the United States for the Southern District of such state, and by execution and delivery of this Security Agreement, each Grantor and the Administrative Agent, and by accepting the benefit of the Liens granted hereunder, each Secured Party, consents, for itself and in respect of its Property, to the non-exclusive jurisdiction of those courts. Each Grantor and the Administrative Agent, and each Secured Party by accepting the benefit of the Liens granted hereunder, hereby irrevocably waives any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of any Loan Document or other document related thereto. Each Grantor and the Administrative Agent, and each Secured Party by accepting the benefit of the Liens granted hereunder, hereby waives personal service of any summons, complaint or other process, which may be made by any other means permitted by the law of such state.

(b) Each Grantor has irrevocably appointed CT Corporation System (the "Process Agent"), with an office on the date hereof at 111 8th Avenue, New York, New York 10011, as its agent to receive on its behalf and on behalf of its property service of copies of any summons or complaint or any other process which may be served in any action. Such service may be made by mailing or delivering a copy of such process to such Loan Party in care of the Process Agent at the Process Agent's above address, and each Grantor hereby irrevocably authorizes and directs the Process Agent to accept such service on its behalf. As an alternative method of service, each Grantor also irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to it at its mailing address set forth in Exhibit A.

(c) Nothing in this Section 8.17 shall affect the right of the Administrative Agent or any other Secured Party to serve legal process in any other manner permitted by law or affect the right of the Administrative Agent or any Secured Party to bring any action or proceeding against any Grantor in the courts of any other jurisdiction.

8.18. Waiver of Jury Trial. Each Grantor and the Administrative Agent, and each Secured Party by accepting the benefit of the Licns granted hereunder, hereby expressly and irrevocably waives any right to trial by jury of any claim, demand, action or cause of action arising under this Security Agreement or any other Loan Document or in any way connected with or related or incidental to the dealings of the parties hereto or any of them with respect to this Security Agreement or any other Loan Document, or the transactions related thereto, in each case whether now existing or hereafter arising, and whether founded in contract or tort or otherwise; and each party hereby agrees and consents that any such claim, demand, action or cause of action shall be decided by court trial without a jury, and that each Grantor, the Administrative Agent and each Secured Party may file an original counterpart or a copy of this section with any court as written evidence of the consent of the signatories hereto to the waiver of their right to trial by jury.

8.19. Indemnity by Grantors. Each Grantor shall indemnify the Administrative Agent, each Secured Party and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses, or disbursements (including all fees, expenses and disbursements of any law firm or other external counsel and, without duplication, the allocated cost of internal legal services and all expenses and disbursements of internal counsel) of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against any Indemnitee in any way relating to or arising out of or in connection with (a) the execution, delivery, enforcement, performance, or administration of this Security Agreement, any Loan Document, or any other agreement, letter or instrument delivered in connection with the transactions contemplated thereby or the consummation of the transactions contemplated thereby, (b) any Revolving Commitment, Advance or Letter of Credit or the use or proposed use of the proceeds therefrom, (c) any action taken or omitted by any Secured Party under this Security Agreement or any other Loan Document, (d) any actual or alleged presence or release of Hazardous Materials on or from any property currently or formerly owned or operated by any Grantor, any Subsidiary thereof or any other Loan Party, or any Environmental Liability related in any way to any Grantor, any Subsidiary thereof or any other Loan Party, (e) the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by the Administrative Agent or the Secured Parties or any Grantor, and any claim for Patent, Trademark or Copyright infringement), or (f) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory (including any investigation of, preparation for, or defense of any pending or threatened claim, investigation, litigation or proceeding) and regardless of whether any Indemnitee is a party thereto in all cases, whether or not caused by or arising, in whole or in part, out of the negligence of any Indemnitee; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses or disbursements are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee (all the foregoing, collectively, the "Indemnified Liabilities").

To the fullest extent permitted by applicable law, no Grantor shall assert, and each Grantor hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Security Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Security Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

All amounts due under this Section 8.19 shall be payable within ten (10) Business Days after demand therefor. The agreements in this Section shall survive the resignation of the Administrative Agent, the replacement of any Lender, the termination of the Revolving Commitments and the repayment, satisfaction or discharge of all Obligations.

8.20. Indemnity by Secured Parties. Each Secured Party, by accepting the benefit of the Liens granted pursuant to the Security Documents, severally agree to indemnify upon demand the Administrative Agent and each Related Party thereof (to the extent not reimbursed by the Grantors), according to their ratable share based on the amount of Obligations owing to them (or if no such Obligations are then outstanding, then based on the amount of Obligations which were most recently owing to them), and hold harmless the Administrative Agent and each Related Party thereof from and against any and all Indemnified Liabilities; provided, however that no Secured Party shall be liable for the payment to the Administrative Agent and each Related Party thereof for any portion of such Indemnified Liabilities to the extent determined in a final, nonappealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Person being indemnified; provided, however, that no action taken in accordance with the directions of the Required Secured Parties, as applicable, shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section. Without limitation of the foregoing, each Secured Party, by accepting the benefit of the Liens granted pursuant to the Security Documents, agrees to reimburse the Administrative Agent promptly upon demand for its ratable share of any out-of-pocket expenses (including all fees, expenses and disbursements of any law firm or other external counsel) incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, modification, amendment, or enforcement (whether through negotiations, legal proceedings, or otherwise) of, or legal advice in respect of rights or responsibilities under, this Security Agreement or any other Loan Document, to the extent that the Administrative Agent is required to be reimbursed by the Grantors pursuant to the terms hereof or in any other Loan Document and is not reimbursed for such by the Grantors. The undertaking in this Section shall survive termination of the Commitments, the payment of all other Obligations and the resignation of the Administrative Agent. By accepting the benefit of the Liens granted pursuant to the Security Documents, each Swap Counterparty hereby agrees to the terms of this Section 8.20.

8.21. Counterparts; Execution. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Security Agreement by signing any such counterpart. This Security Agreement may be transmitted and/or signed by facsimile or PDF file attached to an e-mail. The effectiveness of any such documents and signatures shall, subject to applicable Legal Requirements, have the same force and effect as manually-signed originals and shall be binding on all Grantors, the Administrative Agent and the Secured Parties. The Administrative Agent may also require that any such documents and signatures be confirmed by a manually-signed original thereof; provided, however, that the failure to request or deliver the same shall not limit the effectiveness of any facsimile or PDF file document or signature.

8.22. Amendment and Restatement. This Security Agreement is an amendment and restatement of each of the Existing Security Agreements and except to the extent provided hereby, the collateral under the Existing Security Agreements shall remain subject to the lien of the Existing Security Agreement, as amended and restated hereby, as security for the payment and performance of the Secured Obligations. Except to the extent provided hereby, all of the liens and priorities existing under the Existing Security Agreements are hereby

renewed, extended and carried forward as security for the payment and performance of the Secured Obligations. Nothing contained herein shall be construed (a) as a novation of the Secured Obligations or any of the Existing Security Agreements, or (b) to release, cancel, terminate or otherwise impair the priority of the liens created by any of the Existing Security Agreement except to the extent expressly provided hereby.

8.23. Additional Grantors. Additional Subsidiaries of the Borrower may, from time to time, enter into this Security Agreement as a Grantor. Upon execution and delivery after the date hereof by the Administrative Agent and such Subsidiary of an instrument in the form of Annex 1, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any instrument adding an additional Grantor as a party to this Security Agreement shall not require the consent of any other Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Security Agreement.

8.24. Conflict with Credit Agreement. If the provisions of this Agreement directly conflict with the provisions of the Credit Agreement, the provisions of the Credit Agreement shall prevail and govern. Without limiting the foregoing, if the Credit Agreement expressly prohibits an action by a Grantor that is permitted under this Agreement, the prohibition contained in the Credit Agreement shall prevail and govern. Similarly, if the Credit Agreement expressly authorizes a Grantor to take an action and such action is prohibited under this Agreement, the authorization contained in the Credit Agreement shall prevail and govern. Notwithstanding the foregoing, the inclusion in this Agreement of terms and provisions, supplemental rights or remedies in favor of the Administrative Agent or any Secured Party not addressed in the Credit Agreement shall not be deemed to be a conflict with the Credit Agreement and all such additional terms, provisions, supplemental rights or remedies contained herein shall be given full force and effect.

ARTICLE IX NOTICES

9.1. Sending Notices. Any notice required or permitted to be given under this Security Agreement shall be sent by United States mail, telecopier, personal delivery or nationally established overnight courier service, and shall be deemed received (a) when received, if sent by hand or overnight courier service, or mailed by certified or registered mail notices or (b) when sent, if sent by telecopier (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient), in each case addressed to a Grantor, at the address set forth on Exhibit A as its principal place of business, and to the Administrative Agent and the Lenders at the addresses set forth in accordance with Section 9.02 of the Credit Agreement.

9.2. Change in Address for Notices. Each Grantor, the Administrative Agent and the Secured Parties may change the address for service of notice upon it by a notice in writing to the other parties.

ARTICLE X THE ADMINISTRATIVE AGENT

Société Générale has been appointed Administrative Agent for the Lenders hereunder pursuant to Article VIII of the Credit Agreement. It is expressly understood and agreed by the parties to this Security Agreement, and by accepting the Liens granted hereunder, by all other Secured Parties, that any authority conferred upon the Administrative Agent hereunder is subject to the terms of the delegation of authority made by the Lenders to the Administrative Agent pursuant to the Credit Agreement, and that the Administrative Agent has agreed to act (and any successor Administrative Agent shall act) as such hereunder only on the express conditions contained in such Article VIII. Any successor Administrative Agent appointed pursuant to Article VIII of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Administrative Agent hereunder.

ARTICLE XI LOUISIANA REMEDIES

Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have all the rights of a secured party under applicable law, and more specifically under the Article 9 of the Uniform Commercial Code, as in effect in Louisiana, and shall have all the rights and remedies set forth in this Security Agreement, the Credit Agreement, and the other Loan Documents. In addition and without limitation, the Administrative Agent may exercise any one or more of the following rights and remedies:

11.1. Seizure and Sale of Property. In the event that the Administrative Agent elects to commence appropriate Louisiana foreclosure proceedings under this Security Agreement, the Administrative Agent may cause the Collateral, or any part or parts thereof, to be immediately seized wherever found, and sold, whether in term of court or in vacation, under ordinary or executory process, in accordance with applicable Louisiana law, to the highest bidder for cash, with or without appraisal, and without the necessity of making additional demand upon or notifying the applicable Grantor or placing the applicable Grantor in default, all of which are expressly waived.

11.2. Confession of Judgment. For purposes of foreclosure under Louisiana executory process procedures, each Grantor confesses judgment and acknowledges to be indebted unto and in favor of the Administrative Agent, up to the full amount of the Secured Obligations, in principal, interest, costs, expenses, attorneys' fees and other fees and charges. To the extent permitted under applicable Louisiana law, each Grantor additionally waives: (i) the benefit of appraisal as provided in Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure, and all other laws with regard to appraisal upon judicial sale; (ii) the demand and three (3) days' delay as provided under Article 2721 of the Louisiana Code of Civil Procedure; (iii) the notice of seizure as provided under Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (iv) the three (3) days' delay provided under Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (v) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure and all other Articles not specifically mentioned above.

11.3. Keeper. In addition to all other remedies herein provided for, should any or all of the Collateral be seized as an incident to an action for the recognition or enforcement of this Security Agreement, by executory process, sequestration, attachment, writ of fieri facias or otherwise, each Grantor hereby agrees that the court issuing any such order shall, if requested by the Administrative Agent, appoint the Administrative Agent, or any agent designated by the Administrative Agent, or any person or entity named by the Administrative Agent at the time such seizure is requested, or any time thereafter, as Keeper of the Collateral as provided under La. Rev.Stat. 9:5136, et seq. Each Grantor does hereby irrevocably consent to the appointment of such keeper or keepers, waives any and all defenses to such appointment and agrees not to oppose any application therefor by the Administrative Agent, but nothing herein is to be construed to deprive the Administrative Agent of any other right, remedy or privilege it may now or hereafter have under any of the Legal Requirements to have a keeper appointed; provided, however, that the appointment of such keeper, trustee or other appointee by virtue of any court order, statute or regulation shall not impair or in any manner prejudice the rights of the Administrative Agent to receive payment of the rents and income from the Collateral. Any money advanced by the Administrative Agent in connection with its obligations as a keeper shall be a demand obligation owing by Grantors to the Administrative Agent and shall bear interest from the date of making such advancement by the Administrative Agent until paid at a rate of interest per annum equal to the effective interest rate that would apply to Base Rate Advances in the event of a default as set forth in the Credit Agreement (the "Default Rate"), and shall be secured by this Security Agreement and by any other instrument securing the Secured Obligations. Pursuant to Louisiana Revised Statutes 9:5136, et seq, each Grantor hereby designates Administrative Agent, or any employee, agent or other person named by Administrative Agent at the time any seizure of the Collateral is effected by Administrative Agent, to serve as a keeper of the Collateral pending the judicial sale thereof. The court before which the proceedings are pending shall determine the keeper's fees, and the payment of such fees shall be secured by this Security Agreement.

11.4. Declaration of Fact. Should it become necessary for the Administrative Agent to foreclose under this Security Agreement, all declarations of fact, which are made under an authentic act before a Notary Public in the presence of two witnesses, by a person declaring such facts to lie within his or her knowledge, shall

constitute authentic evidence for purposes of executory process and also for purposes of La. Rev.Stat. 9:3509.1, La. Rev.Stat. 9:3504(D)(6) and La. Rev.Stat. 10:9-508, as applicable.

11.5. Specific Performance. Administrative Agent may, in addition to the foregoing remedies, or in lieu thereof, in Administrative Agent's sole discretion, pursuant to Louisiana Civil Code Article 1986, commence an appropriate action against the Grantors seeking specific performance of any covenant contained herein, or in aid of the execution or enforcement of any power herein granted.

11.6. Other Rights. In addition, the Administrative Agent shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

11.7. Cumulative Remedies. All of the Administrative Agent's rights and remedies, whether evidenced by this Security Agreement, the Credit Agreement, or the Loan Documents or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by the Administrative Agent to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of any Grantor under this Security Agreement, after such Grantor's failure to perform, shall not affect the Administrative Agent's right to declare a default and to exercise its remedies.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have executed this Security Agreement as of the date first above written.

GRANTORS:

LANSING TRADE GROUP, LLC

By: Kevin E. Clark
Name: Kevin E. Clark
Title: CFO

LANSING-LOUISIANA, LLC

By: _____
Name: _____
Title: _____

LANSING ETHANOL SERVICES, LLC

By: Mark H. Hully
Name: Mark H. Hully
Title: VP

LANSING COTTON LLC

By: Kevin E. Clark
Name: Kevin E. Clark
Title: Vice President

RED CLOUD GRAIN, LLC

By: Mark H. Hully
Name: Mark H. Hully
Title: VP

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have executed this Security Agreement as of the date first above written.

GRANTORS:

LANSING TRADE GROUP, LLC

By: _____
Name: _____
Title: _____

LANSING-LOUISIANA, LLC

By: James R. Jenkins
Name: James R. Jenkins
Title: Secretary

LANSING ETHANOL SERVICES, LLC

By: _____
Name: _____
Title: _____

LANSING COTTON LLC


By: _____
Name: _____
Title: _____

RED CLOUD GRAIN, LLC

By: _____
Name: _____
Title: _____

ADMINISTRATIVE AGENT:

SOCIÉTÉ GÉNÉRALE
as Administrative Agent



By: _____

Name: Pete Lopoukhine

Title: Director

STATE OF KANSAS)
)
SS COUNTY OF Johnson)

The foregoing instrument was acknowledged before me this ___ day of September, 2007, by
Kevin Clark, the CFO of Lansing Trade Group, LLC, as the
authorized act and deed of such limited liability company.

Vicky Long
Notary Public

My commission expires: April 3, 2010

My County of Residence: Clay



STATE OF Missouri)
)
SS COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of September, 2007, by
_____, the _____ of Lansing-Louisiana, LLC, as the
authorized act and deed of such limited liability company.

Notary Public

My commission expires: _____

My County of Residence: _____

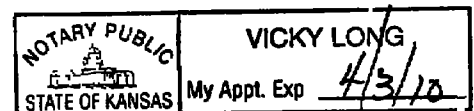
STATE OF KANSAS)
)
SS COUNTY OF Johnson)

The foregoing instrument was acknowledged before me this ___ day of September, 2007, by
Mark O'Donnell, the Vice President of Lansing Ethanol Services, LLC, as the
authorized act and deed of such limited liability company.

Vicky Long
Notary Public

My commission expires: April 3, 2010

My County of Residence: Clay / Missouri



STATE OF _____)
)
SS COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of September, 2007, by _____, the _____ of Lansing Trade Group, LLC, as the authorized act and deed of such limited liability company.

Notary Public

My commission expires: _____

My County of Residence: _____

STATE OF Michigan)
)
SS COUNTY OF Ingham)

The foregoing instrument was acknowledged before me this 7 day of September, 2007, by James Jenke, the Secretary of Lansing-Louisiana, LLC, as the authorized act and deed of such limited liability company.



Notary Public

My commission expires: DALE R. MAYHEW
NOTARY PUBLIC, STATE OF MI
COUNTY OF INGHAM
My County of Residence: MY COMMISSION EXPIRES Oct 4, 2011
ACTING IN COUNTY OF

STATE OF _____)
)
SS COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of September, 2007, by _____, the _____ of Lansing Ethanol Services, LLC, as the authorized act and deed of such limited liability company.

Notary Public

My commission expires: _____

My County of Residence: _____

My commission expires: 11 15 2010

My County of Residence: Johnson

STATE OF Kansas)
SS COUNTY OF Johnson)

The foregoing instrument was acknowledged before me this 7th day of September, 2007, by Kevin Clark, the Vice President of Lansing Cotton LLC, as the authorized act and deed of such limited liability company.

Joan L. Mitchell
Notary Public

My commission expires: 11 15 2010

My County of Residence: Johnson

STATE OF Kansas)
SS COUNTY OF Johnson)

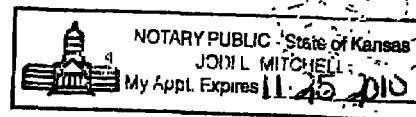
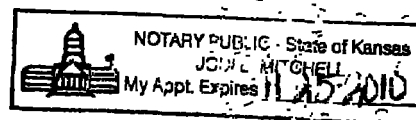
The foregoing instrument was acknowledged before me this 7th day of September, 2007, by Mark O'Donnell, the Vice President of Red Cloud Grain LLC, as the authorized act and deed of such limited liability company.

Joan L. Mitchell
Notary Public

My commission expires: 11 15 2010

My County of Residence: Johnson

STATE OF Kansas)
SS COUNTY OF Johnson)



STATE OF NEW YORK)
)
SS COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 7th day of September, 2007, by Pete Lopoukhine, the Director of Société Générale, a French bank, as the authorized act and deed of such French bank.



Notary Public

My commission expires: DONNA THOMAS
NOTARY PUBLIC, State of New York
No. 01-TH4994538

My County of Residence: Qualified in Westchester County
~~Certificate filed in New York County~~
Commission Expires April 6, 2010

EXHIBIT A

(See Sections 3.2, 3.3, 3.4, 3.10 and 9.1 of Security Agreement)

GRANTORS' INFORMATION AND COLLATERAL LOCATIONS**Part A**

Grantor	State of Organization	Type of Entity	Organizational #	Federal ID #	Place of Business (if only one) or Chief Executive Office (if more than one place of business) and Mailing Address:
Lansing Trade Group, LLC	Delaware	limited liability company	4120746	05-0542383	9900 West 109 th Street, Suite 400 Overland Park, Kansas 66210 Attn: Bill Krueger, President
Lansing-Louisiana, LLC	Delaware	limited liability company	4296713	20-8388664	c/o Lansing Trade Group, LLC 9900 West 109 th Street, Suite 400 Overland Park, Kansas 66210 Attn: Bill Krueger, President
Lansing Ethanol Services, LLC	Delaware	limited liability company	4099059	20-4304342	c/o Lansing Trade Group, LLC 9900 West 109 th Street, Suite 400 Overland Park, Kansas 66210 Attn: Bill Krueger, President
Lansing Cotton LLC	Delaware	limited liability company	4386437	26-0552516	c/o Lansing Trade Group, LLC 9900 West 109 th Street, Suite 400 Overland Park, Kansas 66210 Attn: Bill Krueger, President
Red Cloud Grain, LLC	Kansas	limited liability company	3470903	02-0692249	c/o Lansing Trade Group, LLC 9900 West 109 th Street, Suite 400 Overland Park, Kansas 66210 Attn: Bill Krueger, President

Part B

Locations of Collateral:

- (1) Real/Immovable Properties Owned by the applicable Grantor:

Grantor	Addresses
Lansing Trade Group, LLC	805 Highway 26 Bliss, Idaho 83314
Lansing-Louisiana, LLC	875 West Railroad Drive Glenns Ferry, Idaho 83623 208 Illinois Street Delhi, Louisiana 71232 3082 Highway 562 Wisner, Louisiana 71378 Hwy 134 & 137 Oak Ridge, Louisiana 71264 N/A N/A 430 West Welsh Street Red Cloud, Nebraska 68970

- (2) Real/Immovable Properties Leased by the applicable Grantor: (Include Landlord's Name):

Grantor	Addresses of Leased Property	Landlord
Lansing Trade Group, LLC	9900 West 109 th Street, Suite 400 Overland Park, Kansas	Knickerbocker Properties, Inc. XXI

	66210	P.O. Box 29634 G.P.O. New York, New York 10087-9634
Lansing Trade Group, LLC	1616 South Kentucky C330 Amarillo, Texas 79102	F&A Realty Amarillo OTD c/o CAP Commercial Realty LLC PO Box 670 Amarillo, Texas 79105
Lansing Trade Group, LLC	400 S. 4 th St., Suite 754 Minneapolis, Minnesota 55415 (Month to month rental agreement)	Minneapolis Grain Exchange Real Estate Department Suite 130 400 South 4 th Street Minneapolis, Minnesota 55415
Lansing Trade Group, LLC	8005 West 110 th Street, Suite 200 Overland Park, Kansas 66210	K.C. Investors, L.L.P. P.O. Box 872177 Kansas City, Missouri 64187
Lansing Trade Group, LLC	2 South St. Auburn, New York 13021	Dean/Conroy, LLC 2 South St. Auburn, New York 13021
Lansing Trade Group, LLC	22 Lawrence Ave., Suite 216 Smithtown, New York 11787 (Month to month rental agreement)	Smith-Hunt Realty, LLC 291 Maplewood Rd. Huntington Station, New York 11746
Lansing Trade Group, LLC	2280 Sower Blvd. Okemos, Michigan 48864	Delta Management Company 2079 Riverwood Drive Okemos, Michigan 48864
Lansing Trade Group, LLC	Hwy 50 & Addison Ave East Twin Falls, Idaho 83301	Coiner & Sons, Inc. c/o Chuck Coiner 3866 North 3800 East Hansen, Idaho 83334
Lansing Trade Group, LLC	1510 West Church Street Newark, Ohio 43055	Bulls & Bears Properties, LLC

		224 Carreg Cain Drive Granville, Ohio 43023
Lansing Trade Group, LLC	11859 Pecos Street #330 Westminster, Colorado 80234	Salter & Salter, LLC 11859 Pecos Street #305 Westminster, Colorado 80234
Lansing Ethanol Services, LLC	Argo Terminal 8500 West 68 th Street Argo, Illinois 60501	Kinder Morgan Liquids Terminals, LLC Midwest Region 8500 West 68 th Street Argo, Illinois 60501
Lansing Ethanol Services, LLC	Doniphan Pipeline 12275 S US Hwy 281 Doniphan, Nebraska 68832	Magellan Doniphan 12275 S US Hwy 281 Doniphan, Nebraska 68832
Lansing Ethanol Services, LLC	Watertown Pipeline 1017 17 th Street SE Watertown, South Dakota 57201	Magellan Watertown 1017 17 th Street SE Watertown, South Dakota 57201
Lansing Ethanol Services, LLC	CIA Port of Albany #29 Albany, New York 12202	Cibro Petroleum Products, Inc Port of Albany #29 Albany, New York 12202
Lansing Ethanol Services, LLC	Philadelphia Terminal 3300 North Delaware Philadelphia, Pennsylvania 19134	Kinder Morgan Liquids Terminals, LLC 3300 North Delaware Philadelphia, Pennsylvania 19134
Lansing Ethanol Services, LLC	Galena Park Terminal 906 Clinton Drive Galena Park, Texas 77547	Kinder Morgan Liquids Terminals, LLC 906 Clinton Drive Galena Park, Texas 77547
Lansing Ethanol Services, LLC	Citgo Petroleum Terminal 1840 Otter Creek Road Oregon, Ohio 43616-1212	Citgo Petroleum Terminal 1840 Otter Creek Road Oregon, Ohio 43616-1212
Lansing-Louisiana, LLC	220 Breston Lane Columbia, Louisiana 71418	Columbia Port Commission

Lansing Cotton, LLC	N/A	
Red Cloud Grain, LLC	N/A	

(3) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements
(include name of Warehouse Operator or other Bailee or Consignee):

Grantor	Addresses of Leased Property	Landlord	TYPE OF COMMODITY
Lansing Trade Group, LLC	N/A		
Lansing-Louisiana, LLC	N/A		
Lansing Ethanol Services, LLC	N/A		
Lansing Cotton LLC	N/A		
Red Cloud Grain, LLC	N/A		

EXHIBIT B

(See Section 3.5 of Security Agreement)

DEPOSIT ACCOUNTS

Grantor	Name of Institution	Account Number	Description of Deposit Account
Lansing Trade Group, LLC	JPMorgan Chase Bank, N.A.	240033908501	Collateral Deposit Account
	JPMorgan Chase Bank, N.A.	245000103813	
	JPMorgan Chase Bank, N.A.	686907882	
	JPMorgan Chase Bank, N.A.	656677788	Bliss General Account
	JPMorgan Chase Bank, N.A.	240033907701	
	JPMorgan Chase Bank, N.A.	665194932	LIG corporate account
Lansing-Louisiana, LLC	JPMorgan Chase Bank, N.A.	708062062	Checking account
	JPMorgan Chase Bank, N.A.	708062021	Checking account
Lansing Ethanol Services, LLC	Bank Of The West	751011230	Checking account
	Bank Of The West	751011255	Money-Market account
	Bank Of The West	N/A	Overnight investments
Rcd Cloud Grain, LLC	Bank One	634924815	Checking account
Lansing-Cotton, LLC	Bank of America	3490669346	Checking account

LOCK BOXES

Grantor	Name of Institution	Lock Box Number
Lansing Trade Group, LLC	JPMorgan Chase Bank, N.A.	7021
	JPMorgan Chase Bank, N.A.	7025
	JPMorgan Chase Bank, N.A.	7026
	JPMorgan Chase Bank, N.A.	1536
Lansing-Louisiana, LLC	N/A	
Lansing Ethanol Services, LLC	N/A	

Lansing Cotton LLC	N/A	
Red Cloud Grain, LLC	N/A	

COMMODITY ACCOUNTS

Grantor	Name of Institution	Account Number
Lansing Trade Group, LLC	Fortis	34125, 34421, 34422, 34423, 34424, 34425, 34426, 34427, 34428, 34429, 34430, 34431, 34432, 34443, 34444, 34445, 34448, 34451, 34452, 34453, 34454, 34455, 34456, 34457, 34458, 34459, 34460, 34461, 34462, 34463, 34464, 34465, 34466, 34467, 34470, 34471, 34476, 34477, 34478, 34480, 34481, 34482, 34483, 34484, 34485, 34486, 34487, 34488, 34489, 34490, 34491, 34492, 34493, 34494, 34495, 34496, 34498
Lansing-Louisiana, LLC	Fortis	34431, 34432, 34443, 34444
Lansing Ethanol Services, LLC	Fortis	34150-34153
Lansing Cotton LLC	Fortis	34410-34415
Red Cloud Grain, LLC	ADM Investors	QX273, QX274

EXHIBIT C
(See Section 3.8 of Security Agreement)

LETTER OF CREDIT RIGHTS

Grantor	Letter of Credit
Lansing Trade Group, LLC	N/A
Lansing-Louisiana, LLC	N/A
Lansing Ethanol Services, LLC	N/A
Lansing Cotton LLC	N/A
Red Cloud Grain, LLC	N/A
Lansing Trade Group, LLC	N/A

CHattel PAPER

Grantor	Chattel Paper
Lansing Trade Group, LLC	N/A
Lansing-Louisiana, LLC	N/A
Lansing Ethanol Services, LLC	N/A
Lansing Cotton LLC	N/A
Red Cloud Grain, LLC	N/A
Lansing Trade Group, LLC	N/A

EXHIBIT D

(See Section 3.11 and 3.12 of Security Agreement)

INTELLECTUAL PROPERTY RIGHTS**PATENTS**

Grantor	Patent Description	Patent Number	Issue Date
Lansing Trade Group, LLC	N/A		
Lansing-Louisiana, LLC	N/A		
Lansing Ethanol Services, LLC	N/A		
Lansing Cotton LLC	N/A		
Red Cloud Grain, LLC	N/A		

PATENT APPLICATIONS

Grantor	Patent Application	Application Filing Date	Application Serial Number
Lansing Trade Group, LLC	N/A		
Lansing-Louisiana, LLC	N/A		
Lansing Ethanol Services, LLC	N/A		
Lansing Cotton LLC	N/A		
Red Cloud Grain, LLC	N/A		

TRADEMARKS

Grantor	Trademark	Registration Date	Registration Number
Lansing Trade Group, LLC	N/A		
Lansing-Louisiana, LLC	N/A		
Lansing Ethanol Services, LLC	N/A		
Lansing Cotton LLC	N/A		
Red Cloud Grain, LLC	N/A		

TRADEMARK APPLICATIONS

Grantor	Trademark Application	Application Filing Date	Application Serial Number
Lansing Trade Group, LLC	N/A		
Lansing-Louisiana, LLC	N/A		
Lansing Ethanol Services, LLC	N/A		
Lansing Cotton LLC	N/A		
Red Cloud Grain, LLC	N/A		

COPYRIGHTS

Grantor	Copyright	Registration Date	Registration Number
Lansing Trade Group, LLC	N/A		
Lansing-Louisiana, LLC	N/A		
Lansing Ethanol Services, LLC	N/A		
Lansing Cotton LLC	N/A		
Red Cloud Grain, LLC	N/A		

COPYRIGHT APPLICATIONS

Grantor	Copyright Application	Application Filing Date	Application Serial Number
Lansing Trade Group, LLC	N/A		
Lansing-Louisiana, LLC	N/A		
Lansing Ethanol Services, LLC	N/A		
Lansing Cotton LLC	N/A		
Red Cloud Grain, LLC	N/A		

INTELLECTUAL PROPERTY LICENSES

Grantor	Name of Agreement	Date of Agreement	Parties to Agreement
Lansing Trade Group, LLC	N/A		
Lansing-Louisiana, LLC	N/A		
Lansing Ethanol Services, LLC	N/A		
Lansing Cotton LLC	N/A		
Red Cloud Grain, LLC	N/A		

EXHIBIT E
(See Section 3.12 of Security Agreement)

TITLE DOCUMENTS

I. Vehicles subject to certificates of title:

Grantor	Description	Title Number	State Where Issued
Lansing Trade Group, LLC	2004 Chevy Silverado	1GCHK23G74F240621	IDAHO
	1992 Dodge Ram Pickup	1B7JM26Y0NS594120	IDAHO
	1992 Chevy 1500	1GTC24K7LE552367	IDAHO
Lansing Ethanol Services, LLC	N/A		
Lansing Cotton LLC	N/A		
Red Cloud Grain, LLC	1996 Ford F150	1FTEF15Y81LA43884	NEBRASKA
	2001 GMC Sierra K2500	1GTGK29U11Z173131	NEBRASKA
	1981 Ford F150	1FTCF10E3BPA32805	NEBRASKA
Lansing-Louisiana, LLC	N/A		

EXHIBIT F

(See Section 3.12 of Security Agreement)

RAIL CARS AND LOCOMOTIVES

Grantor: Lansing Trade Group, LLC

The following locomotives: Manufacturer: _____, Model GP-9, Loco #4517, Built in 1957, 1750 HP, diesel engine, 8" piston, 26L airbrake

The following 70 covered hopper rail cars:

	Original Marking		Restencils	
1.	DSRC	900203	LANX	8100
2.	DSRC	900005	LANX	8101
3.	DSRC	900018	LANX	8102
4.	DSRC	900051	LANX	8103
5.	DSRC	900003	LANX	8104
6.	DSRC	900006	LANX	8105
7.	DSRC	900020	LANX	8106
8.	DSRC	900027	LANX	8107
9.	DSRC	900030	LANX	8108
10.	DSRC	900031	LANX	8109
11.	DSRC	900036	LANX	8110
12.	DSRC	900039	LANX	8111
13.	DSRC	900052	LANX	8112
14.	DSRC	900055	LANX	8113
15.	DSRC	900073	LANX	8114
16.	DSRC	900075	LANX	8115
17.	DSRC	900080	LANX	8116
18.	DSRC	900083	LANX	8117
19.	DSRC	900085	LANX	8118
20.	DSRC	900089	LANX	8119
21.	DSRC	900092	LANX	8120

22.	DSRC	900097	LANX	8121
23.	DSRC	900096	LANX	8122
24.	DSRC	900101	LANX	8123
25.	DSRC	900104	LANX	8124
26.	DSRC	900112	LANX	8125
27.	DSRC	900113	LANX	8126
28.	DSRC	900122	LANX	8127
29.	DSRC	900125	LANX	8128
30.	DSRC	900126	LANX	8129
31.	DSRC	900128	LANX	8130
32.	DSRC	900130	LANX	8131
33.	DSRC	900133	LANX	8132
34.	DSRC	900139	LANX	8133
35.	DSRC	900144	LANX	8134
36.	DSRC	900154	LANX	8135
37.	DSRC	900162	LANX	8136
38.	DSRC	900166	LANX	8137
39.	DSRC	900173	LANX	8138
40.	DSRC	900181	LANX	8139
41.	DSRC	900185	LANX	8140
42.	DSRC	900190	LANX	8141
43.	DSRC	900198	LANX	8142
44.	DSRC	900197	LANX	8143
45.	DSRC	900200	LANX	8144
46.	DSRC	900204	LANX	8145
47.	DSRC	900215	LANX	8146
48.	DSRC	900219	LANX	8147
49.	DSRC	900224	LANX	8148
50.	DONX	7105	LANX	7100
51.	DONX	7109	LANX	7101
52.	DONX	7110	LANX	7102
53.	DONX	7112	LANX	7103
54.	DONX	7116	LANX	7104
55.	DONX	7121	LANX	7105
56.	DONX	7122	LANX	7106
57.	DONX	7123	LANX	7107

58.	DONX	7124	LANX	7108
59.	DONX	7128	LANX	7109
60.	DONX	7162	LANX	7110
61.	DONX	7164	LANX	7111
62.	DONX	7171	LANX	7113
63.	DONX	7177	LANX	7114
64.	DONX	7177	LANX	7115
65.	DONX	7177	LANX	7116
66.	DONX	7177	LANX	7117
67.	DONX	7177	LANX	7121
68.	DONX	7157		
69.	DONX	7117		
70.	DONX	7156		

Grantor: Lansing-Louisiana, LLC---N/A

Grantor: Lansing Ethanol Services, LLC---N/A

Grantor: Lansing Cotton LLC---N/A

Grantor: Red Cloud Grain, LLC---N/A

EXHIBIT G

(See Section 3.14 of Security Agreement and Definition of "Pledged Collateral")

LIST OF PLEDGED COLLATERAL, SECURITIES AND OTHER INVESTMENT PROPERTY

STOCKS

Grantor	Issuer	Certificate Number(s)	Number of Shares	Class of Stock	Percentage of Outstanding Shares
Lansing Trade Group, LLC	Lansing-Louisiana, LLC	No certificate		Member	100%
Lansing-Louisiana, LLC	Wright Lorenz Grain Co., Inc.	No certificates		Common	35.0%
Lansing Ethanol Services, LLC	N/A				
Lansing Ethanol Services, LLC	N/A				
Lansing Cotton LLC	N/A				
Red Cloud Grain, LLC	N/A				

MEMBERSHIP INTERESTS IN LIMITED LIABILITY COMPANIES

Grantor	Issuer	Certificate Number(s), if any	Number of Units	Class of Interest	Percentage of Outstanding Interests
Lansing Trade Group, LLC	Red Cloud Grain, LLC	No certificates		Member	81%
	Erskine Grain Terminal, LLC	No certificates		Member	25.0%
	Westland Terminal, LLC	No certificates		Member	29.6%
	Lansing Ethanol Services, LLC	No certificates		Member	60%
	Lansing Cotton, LLC	No certificates		Member	100%
	Lansing Trade Group Intl (Geneva)	No certificates		Member	65%
Lansing Cotton LLC	N/A				
Red Cloud Grain, LLC	N/A				
Lansing-Louisiana, LLC	N/A				
Lansing Ethanol Services, LLC	N/A				

BONDS

Grantor	Issuer	Number	Face Amount	Coupon Rate	Maturity
Lansing Trade Group, LLC	N/A				
Lansing-Louisiana, LLC	N/A				
Lansing Ethanol Services, LLC	N/A				
Lansing Cotton LLC	N/A				
Red Cloud Grain, LLC	N/A				

GOVERNMENT SECURITIES

Grantor	Issuer	Number	Type	Face Amount	Coupon Rate	Maturity
Lansing Trade Group, LLC	N/A					
Lansing-Louisiana, LLC	N/A					
Lansing Ethanol Services, LLC	N/A					
Lansing Cotton LLC	N/A					
Red Cloud Grain, LLC	N/A					

OTHER SECURITIES OR OTHER INVESTMENT PROPERTY (CERTIFICATED AND UNCERTIFICATED)

Grantor	Issuer	Description of Collateral	Percentage Ownership Interest
Lansing Trade Group, LLC	N/A		
Lansing-Louisiana, LLC	N/A		
Lansing Ethanol Services, LLC	N/A		
Lansing Cotton LLC	N/A		
Red Cloud Grain, LLC	N/A		

EXHIBIT H
(See Section 3.1 of Security Agreement)

OFFICES IN WHICH FINANCING STATEMENTS HAVE BEEN FILED

UCC

Grantor	Offices:
Lansing Trade Group, LLC	<p>Delaware Michigan</p> <p>PPSA Registrations in: Ontario Alberta Saskatchewan New Brunswick Nova Scotia British Columbia Manitoba</p>
Lansing-Louisiana, LLC	Delaware
Lansing Ethanol Services, LLC	Delaware
Lansing Cotton LLC	Delaware
Red Cloud Grain, LLC	Kansas

EXHIBIT I

(Sec Section 4.4 and 4.8 of Security Agreement)

AMENDMENT

This Amendment, dated _____, is delivered pursuant to Section 4.4 of the Security Agreement referred to below. All defined terms herein shall have the meanings ascribed thereto or incorporated by reference in the Security Agreement. The undersigned hereby certifies that the representations and warranties in Article III of the Security Agreement are and continue to be true and correct. The undersigned further agrees that this Amendment may be attached to that certain Amended and Restated Pledge and Security Agreement, dated _____, among the undersigned, as a Grantor, the other Grantors party thereto from time to time, and Société Générale, as the Administrative Agent, (the "Security Agreement") and that the Collateral listed on Schedule I to this Amendment shall be and become a part of the Collateral referred to in said Security Agreement and shall secure all Secured Obligations referred to in said Security Agreement.

[GRANTOR]

By:

Name: _____

Title: _____

SCHEDULE I TO AMENDMENT

STOCKS

<u>Issuer</u>	<u>Certificate Number(s)</u>	<u>Number of Shares</u>	<u>Class of Stock</u>	<u>Percentage of Outstanding Shares</u>

BONDS

<u>Issuer</u>	<u>Number</u>	<u>Face Amount</u>	<u>Coupon Rate</u>	<u>Maturity</u>

GOVERNMENT SECURITIES

<u>Issuer</u>	<u>Number</u>	<u>Type</u>	<u>Face Amount</u>	<u>Coupon Rate</u>	<u>Maturity</u>

OTHER SECURITIES OR OTHER INVESTMENT PROPERTY
(CERTIFICATED AND UNCERTIFICATED)

<u>Issuer</u>	<u>Description of Collateral</u>	<u>Percentage Ownership Interest</u>

SUPPLEMENT NO. _____ dated as of _____, 20____ (the "Supplement"), to the Amended and Restated Pledge and Security Agreement dated as of September 7, 2007 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Lansing Trade Group, LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of the Borrower party thereto from time to time (together with the Borrower, the "Grantors" and individually, each a "Grantor") and Société Générale, in its capacity as the administrative agent (the "Administrative Agent") for the ratable benefit of the Secured Parties (as defined in the Security Agreement).

A. Reference is made to that certain Amended and Restated Credit Agreement dated as of September 7, 2007 (as it has been or may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the lenders party thereto from time to time (individually, a "Lender" and collectively, the "Lenders"), and Société Générale, as Administrative Agent, as issuing lender (in such capacity, the "Issuing Lender").

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Advances and for the Issuing Lender to issue Letters of Credit. The Security Agreement provides that additional Subsidiaries of the Borrower may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary of the Borrower (the "New Grantor") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement.

Accordingly, the Administrative Agent and the New Grantor agree as follows:

SECTION 1. In accordance with the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby agrees (a) to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof in all material respects. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Secured Obligations (as defined in the Security Agreement), does hereby create and grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, their permitted successors and assigns, a continuing security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Security Agreement) of the New Grantor. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Administrative Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

SECTION 3. This Supplement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Administrative Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Administrative Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor and the Administrative Agent hereby agrees that each Exhibit to the Security Agreement is hereby supplemented with the corresponding Exhibits attached hereto. The New Grantor hereby represents and warrants that the representations and warranties set forth in the Credit Agreement as to information set forth in the Exhibits thereto, as supplemented by the Exhibits attached hereto, are true and correct, including without limitation (a) as to its type of entity, its state of organization, the organizational number issued to it by its state of organization and its federal employer identification number, and (b) as to its mailing address, location of business, and location of Collateral.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR PLEDGED COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, neither party hereto shall be required to comply with such provision for so long as such provision is held to be invalid, illegal or unenforceable, but the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature hereto.

SECTION 9. The New Grantor agrees to reimburse the Administrative Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Administrative Agent.

SECTION 10. This Security Agreement and the other Loan Documents from time to time executed in connection with the Credit Agreement state the entire agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the New Grantor and the Administrative Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

[Name of New Grantor],

By: _____

Name: _____

Title: _____

Address: _____

SOCIÉTÉ GÉNÉRALE,
as Administrative Agent

By: _____

Name: _____

Title: _____

**Exhibits to Supplement No. ____ to
Amended and Restated Pledge and Security Agreement**